

# MANISTEE CITY COUNCIL

## MEETING AGENDA

**TUESDAY, AUGUST 16, 2016 – 7:00 P.M. – COUNCIL CHAMBERS**

**I. Call to Order.**

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

**II. Public Hearings.**

**III. Citizen Comments on Agenda Related Items.**

- IV. Consent Agenda.** All agenda items marked with an asterisk (\*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Payroll.  
b.) Invoices.
- IX. b.) Notification Regarding Next Work Session.

At this time Council could take action to approve the Consent Agenda as presented.

- \*V. Approval of Minutes.** Approval of the minutes of the August 3, 2016 regular meeting and the August 9, 2016 work session as attached.

**VI. Financial Report.**

- \*a.) PAYROLL.
- \*b.) INVOICES.

**VII. Unfinished Business.**

## **VIII. New Business.**

- a.) CONSIDERATION OF CHANGING THE DATE OF THE SEPTEMBER WORK SESSION.

At the November 10, 2015 organizational meeting Council took action to set the meeting calendar for 2016. At that time the September work session was scheduled for a Monday to accommodate any councilmembers and staff that might be attending the annual MML Convention. No councilmember or staff has signed up to attend this year's MML Convention. Council could take action to return the September work session to its normal date of Tuesday, September 13, 2016.

At this time Council could take action to reschedule the September work session to Tuesday, September 13, 2016 at 7:00 p.m.

- b.) CONSIDERATION OF A RESOLUTION CREATING TOBACCO-FREE OUTDOOR RECREATION AREAS IN CITY PARKS.

The Great Start Collaborative for Manistee County and Manistee County Live Well Coalition approached the Parks Commission with a proposal to install signage at several children's play areas within our parks to reduce tobacco use. The Parks Commission recommends approval of this request. The signs will be provided to the City and they will be installed by the DPW at each location; costs will be minimal.

At this time Council could take action to approve the resolution and authorize the Great Start Collaborative for Manistee County and Manistee County Live Well Coalition to install signage.

- c.) CONSIDERATION OF AWARDING A CONTRACT TO PAVEMENT MAINTENANCE SYSTEMS, LLC TO COMPLETE MICRO-SURFACE PAVING.

The City of Manistee's Transportation Improvement Plan includes approximately six miles of light rehabilitation on Major Streets. The project was publicly bid with two bids being received:

|                                   |               |
|-----------------------------------|---------------|
| Pavement Maintenance Systems, LLC | \$453,570.56* |
| Strawser Construction, Inc.       | \$515,333.76  |

\*Recommended Bid

The City Attorney has reviewed and approved the contract.

At this time Council could take action to award a contract to low bidder, Pavement Maintenance Systems, LLC to complete Micro-Surface paving in the amount of \$453,570.56; and authorize the Mayor and Clerk to execute the Agreement and Notice to Proceed.

d.) CONSIDERATION OF A RESOLUTION ADOPTING THE CITY OF MANISTEE MASTER PLAN.

The Planning Commission has been working on developing a new Master Plan since 2013. The Commissioners used public input from a Visioning Session, an Online Survey, and Charrette to develop the plan. On May 18, 2016 the plan was released for the 63 day review and comment period and the public hearing was noticed. The Planning Commission held a public hearing on August 4, 2016 where they adopted the plan and are recommending final approval of same by the City Council.

At this time Council could take action to authorize the Mayor and Clerk to sign a resolution adopting the City of Manistee Master Plan.

e.) CONSIDERATION OF LOCAL REVENUE SHARING BOARD GRANT APPLICATIONS.

The Local Revenue Sharing Board (LRSB) distributes 2% money from the Little River Casino. The deadline for 2016 Cycle II applications is Friday, September 2, 2016 at 5:00 p.m.

The grant application package was received on August 8. That did not allow sufficient time for staff to complete the grant applications for inclusion in Council's August 16 agenda packet for consideration. Staff will be available to provide verbal presentations at the meeting. Council is being asked to provide their authorization based upon the verbal reports.

At this time Council could take action to authorize the submission of grant applications to the Local Revenue Sharing Board.

f.) CONSIDERATION OF MANISTEE TOWNSHIP WATER SERVICE AGREEMENT.

City and Township staff, with assistance of their respective attorneys, have reached consensus on a revised water service agreement. This revised agreement differs slightly from the one approved by City Council in September 2015 and again in May 2016. However, the changes do not materially affect the intent of the previous agreement.

At this time Council could take action to approve a revised Water Service Agreement with Manistee Township.

g.) **CONSIDERATION OF AN APPOINTMENT TO FILL THE VACANT SEVENTH DISTRICT COUNCIL SEAT.**

Section 2-6 of the City Charter states “Any vacancy occurring in the office of Council person shall be filled within thirty (30) days by appointment of a resident of the district...No vacancy need be filled if it occurs within one hundred and twenty (120) days preceding a City election.” While Council is therefore not required by Charter to fill the vacancy this close to the election, Councilman Smith has requested that Council consider appointing Erin Pontiac, the only current candidate, to the Seventh District Council seat. This appointment would only be temporary, pending results of the November 8, 2016 election. It must be noted that write-in candidates are still possible and must be registered with the Clerk’s Office two weeks prior to the election. Historically, Council has followed the practice of advertising and interviewing candidates for a Council vacancy.

At this time Council could consider an appointment to the Seventh District Council seat.

h.) **CONSIDERATION OF A RESOLUTION FOR PARTICIPATION IN THE REGIONAL RESOURCE RECOVERY PROJECT.**

The Alliance for Economic Success (AES) and Iris Waste Diversion Specialists received a \$30,000 grant from the USDA Rural Development for a multi-jurisdictional project to develop a sustainable regional resource recovery program. They are asking the City to participate and if willing to do so, to adopt the attached resolution. The City’s commitment is for staff time only and the City can withdraw from the project at any time.

At this time Council could take action to adopt a resolution to participate in the Regional Resource Recovery Project.

**IX. Notices, Communications, Announcements.**

a.) **A REPORT FROM THE ENGINEER OF RECORD AND THE ALLIANCE FOR ECONOMIC SUCCESS.**

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Mr. Shawn Middleton will report on the activities of the Spicer Group and respond to any questions the Council may have regarding their activities.

At this time Ms. Tamara Buswinka will report on the activities of the Alliance for Economic Success and respond to any questions the Council may have regarding their activities.

No action is required on this item.

**\*b.) NOTIFICATION REGARDING NEXT WORK SESSION.**

A Council work session has been scheduled for Tuesday, September 13, 2016 at 7 p.m. A discussion will be conducted on blight; and such business as may come before the Council. No action is required on this item.

**X. Concerns and Comments.**

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.
- b.) OFFICIALS AND STAFF.
- c.) COUNCILMEMBERS.

**XI. Adjourn.**

TNT:cl

**COUNCIL AGENDA ATTACHMENTS:**

- 1. Council Meeting Minutes – August 3, 2016
- 2. Council Work Session Minutes – August 9, 2016
- 3. 2016-07-15 Invoice Approval List
- 4. 2016-07-26 Invoice Approval List
- 5. Resolution Authorizing Tobacco-Free Signage
- 6. Micro-Surface Paving Contract
- 7. Resolution Adopting City Master Plan
- 8. LRSB Grant Applications
- 9. Manistee Township Water Agreement
- 10. Resolution to Participate in Regional Resource Recovery Project

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 3, 2016

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Wednesday, August 2, 2016 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff.

ABSENT: 1-Vacancy

ALSO PRESENT: City Manager – Thad Taylor, City Attorney – George Saylor, City Clerk – Michelle Wright, Finance Director – Ed Bradford, Public Safety Director – Dave Bachman, City Engineer – Shawn Middleton / Spicer Group.

### CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

*None received.*

### CONSENT AGENDA.

- Minutes - July 19, 2016 - Regular Meeting
- Financial Reports
  - Cash Balances - June 2016
  - Revenue & Expenses - June 2016
  - Quarterly Investment Update - April-June 2016
- Notification Regarding Next Work Session – August 9, 2016  
Presentation on MERS by Tony Radjenovich and Ed Bradford, a discussion on Fireworks Ordinance, and such business as may come before the Council.
- Consideration of DAV Forget-Me-Not Fundraiser.  
The Manistee Salt City Chapter 43 of the Disabled American Veterans (DAV) has requested authorization to conduct their annual Forget-Me-Not fundraiser for local projects. Dates requested are August 12, 13, and 14, 2016 in the City of Manistee.
- Consideration of United Way Chili Cook-off Event Request.  
The Manistee County United Way will be hosting their annual Chili Cook-off fundraiser in conjunction with Hops and Props and have requested the use of City picnic tables (12) and trash cans (6). The event will be held at the Senior Center on Saturday, September 17, 2016.

MOTION by Goodspeed, second by Wittlieff to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

**CONSIDERATION OF THE PURCHASE OF A 2016 POLICE UTILITY INTERCEPTOR.**

Gordo Ford has a demo model Police Utility Interceptor for sale at \$39,995. This vehicle comes pre-equipped with lights, sirens, and a cage; among other options. Gordo Ford is a State contract holder and is offering the vehicle at the State price. The light package and cage package would typically have to be completed after the purchase of a car. This vehicle is included in the 2016-2017 Motor Pool budget.

MOTION by Goodspeed, second by Wittlieff to authorize the purchase of a 2016 Police Utility Interceptor from Gordo Ford in the amount of \$39,995; and further authorize the Finance Director to finance this purchase through the Motor Pool Fund. Discussion followed regarding financing and condition of the trade-in.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

**CONSIDERATION OF ADOPTING A RESOLUTION APPROVING AN AMENDED BROWNFIELD PLAN FOR MANISTEE LAKE CONDOMINIUMS – JOSLIN COVE.**

On July 12, 2016, City Council was given a presentation by the Manistee County Brownfield Redevelopment Authority on an amended brownfield plan for the Joslin Cove condominium project. The Manistee County BRA approved the plan earlier that day. The Brownfield Redevelopment Financing Act requires that brownfield plans obtain approval from the municipality in which they are located.

MOTION by Goodspeed, second by Wittlieff to adopt a resolution approving an amended brownfield plan for Manistee Lake Condominiums – Joslin Cove.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

**CONSIDERATION OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN MANISTEE LAKES, LLC, THE MANISTEE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY AND THE CITY OF MANISTEE FOR THE MANISTEE LAKE CONDOMINIUMS – JOSLIN COVE PROJECT.**

On July 12, 2016, City Council was given a presentation by the Manistee County Brownfield Redevelopment Authority on an amended brownfield plan for the Joslin Cove condominium project. The Manistee County BRA approved the plan earlier that day, and the City Council considered the amended brownfield plan earlier tonight. The development and reimbursement agreement spells out the conditions and requirements of the parties as it relates to constructing the development and applying for and receiving reimbursement. The City Attorney has reviewed and approved the agreement.

MOTION by Wittlieff, second by Goodspeed to approve a development and reimbursement agreement between Manistee Lake, LLC, the Manistee County Brownfield Redevelopment Authority, and the City of Manistee for the Manistee Lake Condominiums – Joslin Cove project. Questions were asked about the financing and if a performance bond would be required.

With a roll call vote this motion passed, 5-1.

AYES: Kenny, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: Beaton

**A REPORT FROM THE MUSEUM / HISTORIC DISTRICT COMMISSION.**

Mr. Mark Fedder reported on the activities of the Museum and the Historic District Commission. Mr. Steve Harold also gave an update on the Lighthouse.

**CITIZEN COMMENT.**

Comments received by:

- Ryan Kieszowski – 618 Pine Street / taking of property on 12<sup>th</sup> Street, asked Council to reconsider and look at other alternatives.
- Jim Engstrom – 940 17<sup>th</sup> Street / 12<sup>th</sup> Street could have been paved as is, commented on the Edmondson family and their contribution to the community.
- Chris Johns – Fox Farm Road / informal protest held prior to this meeting, expressed concerns on what is happening on 12<sup>th</sup> Street, asked if City will be receiving MDOT money for it to be considered a major street.

**OFFICIALS AND STAFF.**

*None received.*

**COUNCILMEMBERS.**

Beaton thanked two young visitors to Manistee who have rescued 18 feral cats.

Smith thanked Bachman and staff for the First Responders event held at the Coast Guard station; thanked the City Clerk and staff for running a successful election.

Wittlieff thanked everyone that came to the meeting tonight; invited the public to attend the Master Plan review at Thursday's Planning Commission meeting.

Kenny wanted to clarify the role and responsibility of Council after several comments were posted on Facebook regarding an employee running for office, there is no obligation or requirement that an employee inform Council of that fact, stated that what they engage in outside of work is their business; she also stated that she received comments from a visiting VP at PCA on how great the community looks, thanked all of the volunteers and staff for their efforts.



**ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Zielinski. Meeting adjourned at 7:55 p.m.

Michelle Wright MMC / CPFA, MiCPT  
City Clerk / Chief Deputy Treasurer

DRAFT

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF AUGUST 9, 2016**

The Manistee City Council met in a work session on Tuesday, August 9, 2016 at 7:00 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan 49660.

**MEMBERS PRESENT:** Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff

**MEMBERS ABSENT:** 1-Vacancy

**ALSO PRESENT:** City Manager, Department Directors, MERS-Tony Radjenovich, Media, Public

*Public Comments.* None

- Carol Pasco – spoke on fireworks, wants limitations on time they are authorized.

***Presentation on Municipal Employee Retirement System (MERS).*** Finance Director Ed Bradford and Tony Radjenovich of MERS made presentations on the City's employee pension system. Mr. Bradford provided an historical perspective and Mr. Radjenovich provided an overview of the City's plan and available options.

CONSENSUS: No direction from Council.

***Discussion on Fireworks Ordinance.*** Councilman Roger Zielinski requested additional discussion on the Fireworks Ordinance; most recently reviewed by City Council at the March 1, 2016 Council meeting.

CONSENSUS: City Council directed staff to develop an ordinance mirroring state law; with Council approval for displays such as Sleighbell Festival, Schools, etc.

***Discussion on City Recycling Center.*** Councilman Mark Wittlieff requested additional discussion on the City's Recycling Center as it pertains to enforcement, signage, and surveillance cameras.

CONSENSUS: City Council directed staff to increase fee schedule for violations of littering ordinance. Continue with signage, high resolution surveillance cameras, and enforcement.

Adjourned at approximately 8:49 p.m.

Thad N. Taylor, City Manager

TNT:cl

## INVOICE APPROVAL LIST BY FUND REPORT

2016-07-15

Date: 07/13/2016

Time: 10:11 am

City of Manistee

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| Fund/Dept/Acct                          | Vendor Name                                  | Invoice #      | Invoice Desc.                          | Check #  | Due Date   | Invoice Date | Amount           |
|---|--|----------------|--|----------|------------|--------------|------------------|
| <b>Fund: 101 GENERAL FUND</b>           |  |                |  |          |            |              |                  |
| <b>Dept: 100 GENERAL</b>                |  |                |  |          |            |              |                  |
| 101-100-855.000                         | Utilities - Cell Ph<br>VERIZON WIRELESS      | 9767542274     | Monthly Service                        | 44275    | 06/23/2016 | 06/23/2016   | 969.60           |
|   |  |                |  |          |            |              | <b>969.60</b>    |
| 101-100-859.000                         | Utilities - Data\n                           |                |  |          |            |              |                  |
|   | CHARTER COMMUNICA                            | 12 209 0088022 | July 16 Monthly Service - City Hall    | 44256    | 06/22/2016 | 06/22/2016   | 145.00           |
|   | CHARTER COMMUNICA                            | 12 209 0076258 | July 16 Monthly Service - City Hall    | 44256    | 06/22/2016 | 06/22/2016   | 48.74            |
|   | CHARTER COMMUNICA                            | 12 209 0138926 | July 16 Monthly Service - 5th Ave Beac | 44256    | 07/01/2016 | 07/01/2016   | 158.98           |
|   | CHARTER COMMUNICA                            | 12 209 0138918 | July 16 Monthly Service - 70 Maple St  | 44256    | 07/01/2016 | 07/01/2016   | 59.98            |
|   |  |                |  |          |            |              | <b>412.70</b>    |
| 101-100-925.001                         | Electric - Street L<br>CONSUMERS ENERGY      | June 2016      | Electric Usage                         | 44257    | 07/25/2016 | 06/30/2016   | 8,096.39         |
|   |  |                |  |          |            |              | <b>8,096.39</b>  |
| 101-100-999.000                         | Transfers Out<br>CITY OF MANISTEE COMMOI     |                | Ramsdell Regional Center for           | 20160311 | 07/01/2016 | 07/01/2016   | 17,500.00        |
|   |  |                |  |          |            |              | <b>17,500.00</b> |
| <b>Total Dept. GENERAL:</b>             |  |                |  |          |            |              | <b>26,978.69</b> |
| <b>Dept: 172 MANAGER</b>                |  |                |  |          |            |              |                  |
| 101-172-728.000                         | SUPPLIES - Ope                               |                |  |          |            |              |                  |
|   | JACKPINE BUSINESS CENTE                      | 403812-0       | Battery/note paper/stick-note          | 44263    | 07/29/2016 | 06/29/2016   | 34.52            |
|   | JACKPINE BUSINESS CENTE                      | 403812-1       | Mousepad                               | 44263    | 07/29/2016 | 06/29/2016   | 18.49            |
|   |  |                |  |          |            |              | <b>53.01</b>     |
| 101-172-985.000                         | Lease Purchase<br>US BANK EQUIPMENT FINAN    | 307239152      | Kyocera Copier Lease-City Hall         | 44274    | 06/28/2016 | 06/28/2016   | 184.95           |
|   |  |                |  |          |            |              | <b>184.95</b>    |
| <b>Total Dept. MANAGER:</b>             |  |                |  |          |            |              | <b>237.96</b>    |
| <b>Dept: 215 CLERK</b>                  |  |                |  |          |            |              |                  |
| 101-215-728.000                         | SUPPLIES - Ope                               |                |  |          |            |              |                  |
|   | JACKPINE BUSINESS CENTE                      | 403994-0       | Labels/Paper                           | 44263    | 08/04/2016 | 07/05/2016   | 369.86           |
|   | JACKPINE BUSINESS CENTE                      | 404070-0       | Hon, base, casters,cyl                 | 44263    | 08/06/2016 | 07/07/2016   | 120.00           |
|   |  |                |  |          |            |              | <b>489.86</b>    |
| 101-215-985.000                         | Lease Purchase<br>PITNEY BOWES               | 3300676110     | Leasing Charge                         | 20160318 | 06/04/2016 | 06/04/2016   | 745.56           |
|   |  |                |  |          |            |              | <b>745.56</b>    |
| <b>Total Dept. CLERK:</b>               |  |                |  |          |            |              | <b>1,235.42</b>  |
| <b>Dept: 253 FINANCE / TREASURE</b>     |  |                |  |          |            |              |                  |
| 101-253-985.000                         | Lease Purchase<br>TEAM FINANCIAL GROUP INC   | 136190         | kyocera 3051ci-Finance                 | 20160319 | 07/19/2016 | 06/29/2016   | 143.88           |
|   |  |                |  |          |            |              | <b>143.88</b>    |
| <b>Total Dept. FINANCE / TREASURER:</b> |  |                |  |          |            |              | <b>143.88</b>    |
| <b>Dept: 257 ASSESSOR</b>               |  |                |  |          |            |              |                  |
| 101-257-801.000                         | Professional Ser<br>GREAT LAKES ASSESSING II |                | Professional Assessing Service         | 20160316 | 07/01/2016 | 07/01/2016   | 5,833.33         |
|   |  |                |  |          |            |              | <b>5,833.33</b>  |
| <b>Total Dept. ASSESSOR:</b>            |  |                |  |          |            |              | <b>5,833.33</b>  |
| <b>Dept: 265 MUNICIPAL BUILDING:</b>    |  |                |  |          |            |              |                  |
| 101-265-728.000                         | SUPPLIES - Ope                               |                |  |          |            |              |                  |

## 2016-07-15

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| Fund/Dept/Acct                   | Vendor Name              | Invoice #            | Invoice Desc.                 | Check #  | Due Date   | Invoice Date | Amount   |
|----------------------------------|--------------------------|----------------------|-------------------------------|----------|------------|--------------|----------|
|                                  | FASTENAL COMPANY         | MIMAN119782          | Paper products                | 20160315 | 07/23/2016 | 06/23/2016   | 164.16   |
|                                  | FASTENAL COMPANY         | MIMAN119890          | Straws                        | 20160315 | 07/29/2016 | 06/29/2016   | 43.00    |
|                                  | JACKPINE BUSINESS CENTE  | 402693-0             | Soap Refill                   | 44263    | 06/26/2016 | 05/27/2016   | 111.96   |
|                                  | PURE WATER WORKS INC     | 282067               | Purified Water                | 44272    | 08/05/2016 | 07/06/2016   | 38.00    |
|                                  | TOP LINE ELECTRIC LLC    | 7663                 | Circline                      | 20160320 | 06/15/2016 | 06/15/2016   | 300.32   |
|                                  |                          |                      |                               |          |            |              | 657.44   |
| 101-265-801.000                  | Professional Ser         |                      |                               |          |            |              |          |
|                                  | STATE OF MICHIGAN        | 1234821              | Elevator/City Hall            | 44273    | 06/30/2016 | 06/30/2016   | 190.00   |
|                                  |                          |                      |                               |          |            |              | 190.00   |
| 101-265-831.000                  | Contractual Repa         |                      |                               |          |            |              |          |
|                                  | GREEN COMPANY/JOHN E//   | 540780               | Annual Inspection             | 44261    | 05/25/2016 | 05/25/2016   | 442.16   |
|                                  | NORTHERN FIRE & SAFETY   | 0143306-IN           | Troubleshoot Dialer           | 20160317 | 05/31/2016 | 05/31/2016   | 237.50   |
|                                  | TOP LINE ELECTRIC LLC    | 7651                 | Ballast-Police Dept           | 20160320 | 06/14/2016 | 06/14/2016   | 253.37   |
|                                  |                          |                      |                               |          |            |              | 933.03   |
| 101-265-850.000                  | Phone                    |                      |                               |          |            |              |          |
|                                  | CENTURYLINK BUSINESS SE  | 1378661056           | Monthly Service               | 44255    | 07/15/2016 | 06/15/2016   | 7.78     |
|                                  |                          |                      |                               |          |            |              | 7.78     |
| 101-265-922.000                  | Water                    |                      |                               |          |            |              |          |
|                                  | CITY OF MANISTEE WATER & | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 230.10   |
|                                  |                          |                      |                               |          |            |              | 230.10   |
| 101-265-922.336                  | Water - Fire             |                      |                               |          |            |              |          |
|                                  | CITY OF MANISTEE WATER & | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 176.55   |
|                                  |                          |                      |                               |          |            |              | 176.55   |
| 101-265-922.441                  | Water - DPW              |                      |                               |          |            |              |          |
|                                  | CITY OF MANISTEE WATER & | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 493.89   |
|                                  |                          |                      |                               |          |            |              | 493.89   |
| 101-265-922.446                  | Water - Bridge           |                      |                               |          |            |              |          |
|                                  | CITY OF MANISTEE WATER & | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 121.29   |
|                                  |                          |                      |                               |          |            |              | 121.29   |
| 101-265-925.000                  | Electric                 |                      |                               |          |            |              |          |
|                                  | CONSUMERS ENERGY         | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 1,877.42 |
|                                  |                          |                      |                               |          |            |              | 1,877.42 |
| 101-265-925.336                  | Electric - Fire          |                      |                               |          |            |              |          |
|                                  | CONSUMERS ENERGY         | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 443.41   |
|                                  |                          |                      |                               |          |            |              | 443.41   |
| 101-265-925.441                  | Electric - DPW           |                      |                               |          |            |              |          |
|                                  | CONSUMERS ENERGY         | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 773.59   |
|                                  |                          |                      |                               |          |            |              | 773.59   |
| 101-265-930.000                  | Repairs & Mainte         |                      |                               |          |            |              |          |
|                                  | ACE HARDWARE & HOME CI   | 151803               | PVC Cap                       | 44253    | 07/06/2016 | 06/06/2016   | 0.99     |
|                                  |                          |                      |                               |          |            |              | 0.99     |
| Total Dept. MUNICIPAL BUILDINGS: |                          |                      |                               |          |            |              | 5,905.49 |
| <b>Dept: 301 POLICE</b>          |                          |                      |                               |          |            |              |          |
| 101-301-957.000                  | Motor Pool               |                      |                               |          |            |              |          |
|                                  | CITY OF MANISTEE COMMOI  |                      | Equipment Rental - Motor Pool | 20160311 | 07/01/2016 | 07/01/2016   | 2,583.33 |
|                                  |                          |                      |                               |          |            |              | 2,583.33 |
| 101-301-985.000                  | Lease Purchase           |                      |                               |          |            |              |          |
|                                  | TEAM FINANCIAL GROUP INC | 136035               | Kyocera 3501i - Police&Fire   | 20160319 | 07/14/2016 | 06/24/2016   | 117.98   |
|                                  |                          |                      |                               |          |            |              | 117.98   |

## INVOICE APPROVAL LIST BY FUND REPORT

2016-07-15

Date: 07/13/2016

Time: 10:11 am

City of Manistee

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| Fund/Dept/Acct                             | Vendor Name              | Invoice #            | Invoice Desc.                           | Check #  | Due Date   | Invoice Date | Amount           |
|--|--------------------------|----------------------|---|----------|------------|--------------|------------------|
| <b>Total Dept. POLICE:</b>                 |                          |                      |   |          |            |              | <b>2,701.31</b>  |
| <b>Dept: 336 FIRE</b>                      |                          |                      |   |          |            |              |                  |
| 101-336-728.000                            | SUPPLIES - Ope           |                      |   |          |            |              |                  |
|  | VERIZON WIRELESS         | 9767298742           | Monthly Service                         | 44275    | 06/19/2016 | 06/19/2016   | 9.74             |
|  |                          |                      |   |          |            |              | <b>9.74</b>      |
| 101-336-873.000                            | Education                |                      |   |          |            |              |                  |
|  | HENDERSON/JAMES//        |                      | Tuition Reimbursement                   | 44262    | 07/11/2016 | 07/11/2016   | 777.50           |
|  | PEDDIE/JOHN//            |                      | Tuition Reimbursement                   | 44270    | 07/11/2016 | 07/11/2016   | 602.00           |
|  |                          |                      |   |          |            |              | <b>1,379.50</b>  |
| 101-336-930.000                            | Repairs & Mainte         |                      |   |          |            |              |                  |
|  | CADILLAC GARAGE DOOR IN  | 65783                | Hinge/Lube/Labor                        | 20160310 | 07/23/2016 | 06/23/2016   | 192.20           |
|  |                          |                      |   |          |            |              | <b>192.20</b>    |
| 101-336-942.000                            | Hydrant Rental           |                      |   |          |            |              |                  |
|  | CITY OF MANISTEE WATER & |                      | Hydrant Rental - Fire Dept              | 20160314 | 07/01/2016 | 07/01/2016   | 5,400.00         |
|  |                          |                      |   |          |            |              | <b>5,400.00</b>  |
| 101-336-957.000                            | Motor Pool               |                      |   |          |            |              |                  |
|  | CITY OF MANISTEE COMMOI  |                      | Equipment Rental - Motor Pool           | 20160311 | 07/01/2016 | 07/01/2016   | 5,166.67         |
|  |                          |                      |   |          |            |              | <b>5,166.67</b>  |
| 101-336-985.000                            | Lease Purchase           |                      |   |          |            |              |                  |
|  | TEAM FINANCIAL GROUP INC | 136035               | Kyocera 3501i - Police&Fire             | 20160319 | 07/14/2016 | 06/24/2016   | 39.32            |
|  |                          |                      |   |          |            |              | <b>39.32</b>     |
| <b>Total Dept. FIRE:</b>                   |                          |                      |   |          |            |              | <b>12,187.43</b> |
| <b>Dept: 441 PUBLIC WORKS</b>              |                          |                      |   |          |            |              |                  |
| 101-441-957.000                            | Motor Pool               |                      |   |          |            |              |                  |
|  | CITY OF MANISTEE COMMOI  |                      | Equipment Rental - Motor Pool           | 20160311 | 07/01/2016 | 07/01/2016   | 6,000.00         |
|  |                          |                      |   |          |            |              | <b>6,000.00</b>  |
| <b>Total Dept. PUBLIC WORKS:</b>           |                          |                      |   |          |            |              | <b>6,000.00</b>  |
| <b>Dept: 751 PARKS &amp; RECREATIO</b>     |                          |                      |   |          |            |              |                  |
| 101-751-850.000                            | Phone                    |                      |   |          |            |              |                  |
|  | CHARTER COMMUNICATIONS   | 209 0139478          | 6/22-7/21 Monthly Service-110SLakeshore | 44256    | 06/22/2016 | 06/22/2016   | 128.99           |
|  |                          |                      |   |          |            |              | <b>128.99</b>    |
| 101-751-922.000                            | Water                    |                      |   |          |            |              |                  |
|  | CITY OF MANISTEE WATER & | 5/13/16 thru 6/17/16 | Water and Sewage Usage                  | 20160313 | 06/30/2016 | 06/30/2016   | 1,354.64         |
|  |                          |                      |   |          |            |              | <b>1,354.64</b>  |
| 101-751-925.000                            | Electric                 |                      |   |          |            |              |                  |
|  | CONSUMERS ENERGY         | June 2016            | Electric Usage                          | 44257    | 07/25/2016 | 06/30/2016   | 1,794.24         |
|  |                          |                      |   |          |            |              | <b>1,794.24</b>  |
| 101-751-957.000                            | Motor Pool               |                      |   |          |            |              |                  |
|  | CITY OF MANISTEE COMMOI  |                      | Equipment Rental - Motor Pool           | 20160311 | 07/01/2016 | 07/01/2016   | 3,000.00         |
|  |                          |                      |   |          |            |              | <b>3,000.00</b>  |
| 101-751-970.000                            | Capital Outlay - i       |                      |   |          |            |              |                  |
|  | MANISTEE WELDING & PIPIN | 43763                | Rebar/Labor                             | 44269    | 07/20/2016 | 06/20/2016   | 1,526.01         |
|  |                          |                      |   |          |            |              | <b>1,526.01</b>  |
| <b>Total Dept. PARKS &amp; RECREATION:</b> |                          |                      |   |          |            |              | <b>7,803.88</b>  |
| <b>Dept: 801 APPROPRIATIONS</b>            |                          |                      |   |          |            |              |                  |
| 101-801-890.000                            | Alternatives for A       |                      |   |          |            |              |                  |
|  | ALTERNATIVES FOR AREA Y  |                      | Appropriation                           | 44254    | 07/01/2016 | 07/01/2016   | 6,500.00         |

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City of Manistee

| Fund/Dept/Acct              | Vendor Name                       | Invoice # | Invoice Desc.                  | Check #  | Due Date   | Invoice Date | Amount     |
|-----------------------------|-----------------------------------|-----------|--------------------------------|----------|------------|--------------|------------|
|                             |                                   |           |                                |          |            |              | 6,500.00   |
| 101-801-891.001             | 2-1-1                             |           |                                |          |            |              |            |
|                             | 2-1-1 UNITED WAY OF MANISTEE      |           | Appropriation                  | 44252    | 07/01/2016 | 07/01/2016   | 3,000.00   |
|                             |                                   |           |                                |          |            |              | 3,000.00   |
| 101-801-892.000             | Alliance for Economic Development |           | Appropriation                  | 20160308 | 07/01/2016 | 07/01/2016   | 11,629.50  |
|                             |                                   |           |                                |          |            |              | 11,629.50  |
| 101-801-893.000             | Junior Baseball                   |           | Appropriation                  | 44266    | 07/01/2016 | 07/01/2016   | 3,500.00   |
|                             | MANISTEE COUNTY BASEBALL          |           |                                |          |            |              | 3,500.00   |
| 101-801-893.500             | MAPS Paine Pool                   |           | Community Pool Agreement       | 44264    | 07/01/2016 | 07/01/2016   | 10,000.00  |
|                             | MANISTEE AREA PUBLIC SCHOOLS      |           |                                |          |            |              | 10,000.00  |
| 101-801-894.000             | Manistee Recreation               |           | Appropriation                  | 44267    | 07/01/2016 | 07/01/2016   | 7,125.00   |
|                             | MANISTEE RECREATION ASSOCIATION   |           |                                |          |            |              | 7,125.00   |
| 101-801-894.500             | Manistee Saints                   |           | Appropriation                  | 44268    | 07/01/2016 | 07/01/2016   | 6,000.00   |
|                             | MANISTEE SAINTS                   |           |                                |          |            |              | 6,000.00   |
| 101-801-895.000             | Man. Co. Historical Society       |           | Appropriation                  | 44265    | 07/01/2016 | 07/01/2016   | 5,250.00   |
|                             | MANISTEE CO. HISTORICAL SOCIETY   |           |                                |          |            |              | 5,250.00   |
| 101-801-896.000             | PEG Studio                        |           | Appropriation - PEG Commission | 20160311 | 07/01/2016 | 07/01/2016   | 25,500.00  |
|                             | CITY OF MANISTEE COMMUNICATIONS   |           |                                |          |            |              | 25,500.00  |
|                             |                                   |           |                                |          |            |              | 78,504.50  |
|                             |                                   |           |                                |          |            |              | 147,531.89 |
| Fund: 202 MAJOR STREET FUND |                                   |           |                                |          |            |              |            |
| Dept: 000                   |                                   |           |                                |          |            |              |            |
| 202-000-936.000             | Preservation Street               |           | Major & Local Street Reimburse | 20160312 | 07/01/2016 | 07/01/2016   | 6,866.67   |
|                             | CITY OF MANISTEE GENERAL FUND     |           |                                |          |            |              | 6,866.67   |
| 202-000-938.000             | Winter Maintenance                |           | Major & Local Street Reimburse | 20160312 | 07/01/2016 | 07/01/2016   | 10,815.00  |
|                             | CITY OF MANISTEE GENERAL FUND     |           |                                |          |            |              | 10,815.00  |
|                             |                                   |           |                                |          |            |              | 17,681.67  |
|                             |                                   |           |                                |          |            |              | 17,681.67  |
| Fund: 203 LOCAL STREET FUND |                                   |           |                                |          |            |              |            |
| Dept: 000                   |                                   |           |                                |          |            |              |            |
| 203-000-936.000             | Preservation Street               |           | Major & Local Street Reimburse | 20160312 | 07/01/2016 | 07/01/2016   | 3,433.33   |
|                             | CITY OF MANISTEE GENERAL FUND     |           |                                |          |            |              | 3,433.33   |
| 203-000-938.000             | Winter Maintenance                |           | Major & Local Street Reimburse | 20160312 | 07/01/2016 | 07/01/2016   | 3,519.17   |
|                             | CITY OF MANISTEE GENERAL FUND     |           |                                |          |            |              | 3,519.17   |



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City of Manistee

| Fund/Dept/Acct  | Vendor Name  | Invoice #            | Invoice Desc.                 | Check #  | Due Date   | Invoice Date | Amount    |
|---|--|----------------------|-------------------------------|----------|------------|--------------|-----------|
| 508-000-922.000   | Water<br>CITY OF MANISTEE WATER & SEWER UTILITIES DEPT           | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 162.00    |
|   |  |                      |                               |          |            |              | 162.00    |
| 508-000-925.000   | Electric<br>CONSUMERS ENERGY                                     | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 412.39    |
|   |  |                      |                               |          |            |              | 412.39    |
| Total Dept. 000:  |  |                      |                               |          |            |              | 3,294.38  |
| Fund BOAT RAMP FUND:                                    |  |                      |                               |          |            |              | 3,294.38  |
| <b>Fund: 573 WATER &amp; SEWER UTILITIES DEPARTMENT</b> |  |                      |                               |          |            |              |           |
| <b>Dept: 100 GENERAL</b>                                |  |                      |                               |          |            |              |           |
| 573-100-961.000   | Utility Ownership<br>CITY OF MANISTEE GENERAL SERVICES DEPT      |                      | Utility Ownership Fee         | 20160312 | 07/01/2016 | 07/01/2016   | 15,263.92 |
|   |  |                      |                               |          |            |              | 15,263.92 |
| Total Dept. GENERAL:                                    |  |                      |                               |          |            |              | 15,263.92 |
| <b>Dept: 541 ADMINISTRATION</b>                         |  |                      |                               |          |            |              |           |
| 573-541-802.000   | Attorney<br>DICKINSON WRIGHT PLLC                                | 1089136              | Professional Services         | 44259    | 06/23/2016 | 06/23/2016   | 95.00     |
|   |  |                      |                               |          |            |              | 95.00     |
| 573-541-820.000   | Administration<br>CITY OF MANISTEE GENERAL SERVICES DEPT         |                      | Administration - Water        | 20160312 | 07/01/2016 | 07/01/2016   | 28,619.83 |
|   |  |                      |                               |          |            |              | 28,619.83 |
| 573-541-850.000   | Phone<br>VERIZON WIRELESS  | 9767327381           | Monthly Service               | 44275    | 06/19/2016 | 06/19/2016   | 250.32    |
|   |  |                      |                               |          |            |              | 250.32    |
| Total Dept. ADMINISTRATION:                             |  |                      |                               |          |            |              | 28,965.15 |
| <b>Dept: 542 WATER OPERATION</b>                        |  |                      |                               |          |            |              |           |
| 573-542-925.000   | Electric<br>CONSUMERS ENERGY                                     | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 144.91    |
|   |  |                      |                               |          |            |              | 144.91    |
| 573-542-957.000   | Motor Pool<br>CITY OF MANISTEE COMMUNITY DEVELOPMENT DEPT        |                      | Equipment Rental - Motor Pool | 20160311 | 07/01/2016 | 07/01/2016   | 3,094.33  |
|   |  |                      |                               |          |            |              | 3,094.33  |
| 573-542-970.000   | Capital Outlay - Capital Equipment<br>ACE HARDWARE & HOME CENTER | 000532               | Cabinet/Counter Top           | 44253    | 07/17/2016 | 06/17/2016   | 1,633.15  |
|   |  |                      |                               |          |            |              | 1,633.15  |
| Total Dept. WATER OPERATION:                            |  |                      |                               |          |            |              | 4,872.39  |
| <b>Dept: 543 SEWER - WWTP</b>                           |  |                      |                               |          |            |              |           |
| 573-543-920.000   | Gas<br>DTE ENERGY  |                      | Gas Usage - 15 9th Street     | 44260    | 07/28/2016 | 06/28/2016   | 989.12    |
|   |  |                      |                               |          |            |              | 989.12    |
| 573-543-925.000   | Electric<br>CONSUMERS ENERGY                                     | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 1,769.28  |
|   |  |                      |                               |          |            |              | 1,769.28  |
| 573-543-957.000   | Motor Pool<br>CITY OF MANISTEE COMMUNITY DEVELOPMENT DEPT        |                      | Equipment Rental - Motor Pool | 20160311 | 07/01/2016 | 07/01/2016   | 3,094.33  |
|   |  |                      |                               |          |            |              | 3,094.33  |



# INVOICE APPROVAL LIST BY FUND REPORT

2016-07-15

Date: 07/13/2016

Time: 10:11 am

City of Manistee

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| Fund/Dept/Acct                    | Vendor Name             | Invoice #            | Invoice Desc.                 | Check #  | Due Date   | Invoice Date | Amount  |
|-----------------------------------|-------------------------|----------------------|-------------------------------|----------|------------|--------------|---|
| 573-543-970.000                   | Capital Outlay - I      |                      |                               |          |            |              |   |
|                                   | ACE HARDWARE & HOME CI  | 952089               | Boards/Drywall/Door/Laminate  | 44253    | 07/17/2016 | 06/17/2016   | 2,824.88  |
|                                   | PERSONAL PLUMBING INC   | 160624-7             | Waste Water Treatment Project | 44271    | 06/24/2016 | 06/24/2016   | 1,475.52  |
|                                   |                         |                      |                               |          |            |              | <b>4,300.40</b>                                   |
|                                   |                         |                      |                               |          |            |              | <b>Total Dept. SEWER - WWTP: 10,153.13</b>        |
| <b>Dept: 544 SEWER COLLECTION</b> |                         |                      |                               |          |            |              |   |
| 573-544-957.000                   | Motor Pool              |                      |                               |          |            |              |   |
|                                   | CITY OF MANISTEE COMM   |                      | Equipment Rental - Motor Pool | 20160311 | 07/01/2016 | 07/01/2016   | 3,094.34  |
|                                   |                         |                      |                               |          |            |              | <b>3,094.34</b>                                   |
|                                   |                         |                      |                               |          |            |              | <b>Total SEWER COLLECTION (STREETS): 3,094.34</b> |
|                                   |                         |                      |                               |          |            |              | <b>WATER &amp; SEWER UTILITY: 62,348.93</b>       |
| <b>Fund: 594 MARINA FUND</b>      |                         |                      |                               |          |            |              |   |
| <b>Dept: 000</b>                  |                         |                      |                               |          |            |              |   |
| 594-000-820.000                   | Administration          |                      |                               |          |            |              |   |
|                                   | CITY OF MANISTEE GENERA |                      | Administration - Marina       | 20160312 | 07/01/2016 | 07/01/2016   | 2,770.00  |
|                                   |                         |                      |                               |          |            |              | <b>2,770.00</b>                                   |
| 594-000-831.000                   | Contractual Repa        |                      |                               |          |            |              |   |
|                                   | TOP LINE ELECTRIC LLC   | 7498                 | Rapaired Pedestal lights      | 20160320 | 05/14/2016 | 05/14/2016   | 56.60   |
|                                   |                         |                      |                               |          |            |              | <b>56.60</b>                                      |
| 594-000-922.000                   | Water                   |                      |                               |          |            |              |   |
|                                   | CITY OF MANISTEE WATER  | 5/13/16 thru 6/17/16 | Water and Sewage Usage        | 20160313 | 06/30/2016 | 06/30/2016   | 1,578.51  |
|                                   |                         |                      |                               |          |            |              | <b>1,578.51</b>                                   |
| 594-000-925.000                   | Electric                |                      |                               |          |            |              |   |
|                                   | CONSUMERS ENERGY        | June 2016            | Electric Usage                | 44257    | 07/25/2016 | 06/30/2016   | 945.85  |
|                                   |                         |                      |                               |          |            |              | <b>945.85</b>                                     |
| 594-000-930.000                   | Repairs & Mainte        |                      |                               |          |            |              |   |
|                                   | ACE HARDWARE & HOME CI  | K52750               | Treated Lumber                | 44253    | 07/29/2016 | 06/29/2016   | 17.28   |
|                                   | ACE HARDWARE & HOME CI  | 152752               | Spacer                        | 44253    | 07/29/2016 | 06/29/2016   | 16.99   |
|                                   |                         |                      |                               |          |            |              | <b>34.27</b>                                      |
|                                   |                         |                      |                               |          |            |              | <b>Total Dept. 000: 5,385.23</b>                  |
|                                   |                         |                      |                               |          |            |              | <b>Total Fund MARINA FUND: 5,385.23</b>           |
|                                   |                         |                      |                               |          |            |              | <b>Grand Total: 259,417.22</b>                    |

## Recap by Fund

| Fund # | Fund Name             | Amount To Pay     | Amount To Relieve |
|--------|-----------------------|-------------------|-------------------|
| 101    | GENERAL FUND          | 147,531.89        | 0.00              |
| 202    | MAJOR STREET FUND     | 17,681.67         | 0.00              |
| 203    | LOCAL STREET FUND     | 6,952.50          | 0.00              |
| 226    | CITY REFUSE FUND      | 11,377.36         | 0.00              |
| 290    | PEG COMMISSION        | 3,166.67          | 0.00              |
| 296    | RAMSDELL THEATRE      | 1,678.59          | 0.00              |
| 508    | BOAT RAMP FUND        | 3,294.38          | 0.00              |
| 573    | WATER & SEWER UTILITY | 62,348.93         | 0.00              |
| 594    | MARINA FUND           | 5,385.23          | 0.00              |
|        | <b>Grand Total:</b>   | <b>259,417.22</b> | <b>0.00</b>       |



## INVOICE APPROVAL LIST BY FUND REPORT

2016-07-26

Date: 07/25/2016

Time: 2:26 pm

City of Manistee

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| Fund/Dept/Acct                             | Vendor Name              | Invoice #             | Invoice Desc.                  | Check # | Due Date   | Invoice Date | Amount          |
|--|--------------------------|-----------------------|--------------------------------|---------|------------|--------------|-----------------|
| 101-253-831.000                            | Contractual Repa         |                       |                                |         |            |              |                 |
|  | PNC BANK                 | June 2016             | Credit Card Charges            | 44315   | 07/24/2016 | 06/29/2016   | 52.99           |
|  | PNC BANK                 | June 2016             | Credit Card Charges            | 44315   | 07/24/2016 | 06/29/2016   | 144.00          |
|  |                          |                       |                                |         |            |              | <b>196.99</b>   |
| <b>Total Dept. FINANCE / TREASURER:</b>    |                          |                       |                                |         |            |              | <b>880.59</b>   |
| <b>Dept: 257 ASSESSOR</b>                  |                          |                       |                                |         |            |              |                 |
| 101-257-728.000                            | SUPPLIES - Ope           |                       |                                |         |            |              |                 |
|  | JACKPINE BUSINESS CENTE  | 402621-0              | Cartridge                      | 44298   | 06/25/2016 | 05/26/2016   | 26.99           |
|  |                          |                       |                                |         |            |              | <b>26.99</b>    |
| <b>Total Dept. ASSESSOR:</b>               |                          |                       |                                |         |            |              | <b>26.99</b>    |
| <b>Dept: 265 MUNICIPAL BUILDINGS</b>       |                          |                       |                                |         |            |              |                 |
| 101-265-728.000                            | SUPPLIES - Ope           |                       |                                |         |            |              |                 |
|  | ALLSHRED SERVICES        | 56106                 | Off-Site Destruction           | 44280   | 07/10/2016 | 06/30/2016   | 56.85           |
|  |                          |                       |                                |         |            |              | <b>56.85</b>    |
| 101-265-850.000                            | Phone                    |                       |                                |         |            |              |                 |
|  | AT&T                     | 5386662300            | Monthly Service                | 44281   | 07/19/2016 | 06/19/2016   | 1,017.69        |
|  | AT&T                     | 231R01300607          | Monthly Service                | 44281   | 07/31/2016 | 07/01/2016   | 281.82          |
|  | AT&T                     | 231723180307          | Monthly Service                | 44281   | 08/12/2016 | 07/13/2016   | 4.54            |
|  | AT&T                     | 231398281007          | Monthly Service                | 44281   | 08/12/2016 | 07/13/2016   | 239.31          |
|  | AT&T                     | 231398201207          | Monthly Service                | 44281   | 08/12/2016 | 07/13/2016   | 42.43           |
|  | CENTURYLINK BUSINESS SE  | 1380794838            | Monthly Service                | 44284   | 08/06/2016 | 07/07/2016   | 7.79            |
|  | CENTURYLINK BUSINESS SE  | 1381455709            | Monthly Service                | 44284   | 08/10/2016 | 07/11/2016   | 7.79            |
|  | CHARTER COMMUNICATIONS   | 22090140088-7/12-8/11 | Monthly Service-280 Washington | 44285   | 07/19/2016 | 07/19/2016   | 128.99          |
|  |                          |                       |                                |         |            |              | <b>1,730.36</b> |
| 101-265-920.000                            | Gas                      |                       |                                |         |            |              |                 |
|  | DTE ENERGY               |                       | Gas Usage - 70 Maple Street    | 44291   | 08/05/2016 | 07/06/2016   | 56.58           |
|  |                          |                       |                                |         |            |              | <b>56.58</b>    |
| 101-265-920.336                            | Gas - Fire Dept          |                       |                                |         |            |              |                 |
|  | DTE ENERGY               |                       | Gas Usage - 281 1st Street     | 44291   | 08/05/2016 | 07/06/2016   | 54.06           |
|  |                          |                       |                                |         |            |              | <b>54.06</b>    |
| 101-265-920.441                            | Gas - DPW                |                       |                                |         |            |              |                 |
|  | DTE ENERGY               |                       | Gas Usage - 280 Washington St  | 44291   | 08/04/2016 | 07/05/2016   | 119.26          |
|  |                          |                       |                                |         |            |              | <b>119.26</b>   |
| 101-265-920.446                            | Gas - Bridge             |                       |                                |         |            |              |                 |
|  | DTE ENERGY               |                       | Gas Usage - 51 Maple Street    | 44291   | 08/05/2016 | 07/06/2016   | 35.69           |
|  |                          |                       |                                |         |            |              | <b>35.69</b>    |
| <b>Total Dept. MUNICIPAL BUILDINGS:</b>    |                          |                       |                                |         |            |              | <b>2,052.80</b> |
| <b>Dept: 290 BOARDS &amp; COMMISSIONS</b>  |                          |                       |                                |         |            |              |                 |
| 101-290-886.000                            | Parks Commission         |                       |                                |         |            |              |                 |
|  | FAMILY FARM & HOME - MAN | 3261                  | Hose/Sprinkler                 | 44293   | 07/21/2016 | 06/21/2016   | 49.98           |
|  | FAMILY FARM & HOME - MAN | 3264                  | Credit - Return                | 44293   | 07/22/2016 | 06/30/2016   | -20.00          |
|  |                          |                       |                                |         |            |              | <b>29.98</b>    |
| 101-290-888.000                            | Tree Commission          |                       |                                |         |            |              |                 |
|  | SAGALA/PAT//             | 555334                | books                          | 44316   | 06/22/2016 | 06/22/2016   | 138.42          |
|  | SAGALA/PAT//             |                       | Treats for Gift Bags           | 44316   | 07/20/2016 | 07/20/2016   | 17.00           |
|  |                          |                       |                                |         |            |              | <b>155.42</b>   |
| <b>tal Dept. BOARDS &amp; COMMISSIONS:</b> |                          |                       |                                |         |            |              | <b>185.40</b>   |
| <b>Dept: 301 POLICE</b>                    |                          |                       |                                |         |            |              |                 |
| 101-301-715.000                            | Uniform & Cleani         |                       |                                |         |            |              |                 |

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| Fund/Dept/Acct        | Vendor Name             | Invoice #     | Invoice Desc.                  | Check #  | Due Date   | Invoice Date | Amount                              |
|-----------------------|-------------------------|---------------|--------------------------------|----------|------------|--------------|-------------------------------------|
|                       | MANISTEE CLEANING SOLU' | June - 16     | Uniform Cleaning Services      | 44302    | 06/30/2016 | 06/30/2016   | 152.85                              |
|                       | NYE UNIFORM COMPANY     | 554899        | Commendation Bars              | 44311    | 08/11/2016 | 07/12/2016   | 43.90                               |
|                       | NYE UNIFORM COMPANY     | 563913        | Pants                          | 44311    | 08/11/2016 | 07/12/2016   | 214.15                              |
|                       |                         |               |                                |          |            |              | <b>410.90</b>                       |
| 101-301-728.000       | SUPPLIES - Ope          |               |                                |          |            |              |                                     |
|                       | DERMATEC DIRECT         | 1384066       | Viper Nitrile                  | 44288    | 08/05/2016 | 07/06/2016   | 44.74                               |
|                       | JACKPINE BUSINESS CENTE | 404024-1      | Hand Sanitizer                 | 44298    | 08/05/2016 | 07/06/2016   | 54.96                               |
|                       | JACKPINE BUSINESS CENTE | 404024-0      | Tape/Binder Clip/Notebook      | 44298    | 08/05/2016 | 07/06/2016   | 54.87                               |
|                       | JACKPINE BUSINESS CENTE | 404065-0      | File/Binder                    | 44298    | 08/06/2016 | 07/07/2016   | 38.27                               |
|                       | JACKPINE BUSINESS CENTE | 404138-0      | File Cart                      | 44298    | 08/07/2016 | 07/08/2016   | 67.99                               |
|                       | JACKPINE BUSINESS CENTE | 39139         | Paper                          | 44298    | 08/10/2016 | 07/11/2016   | 69.97                               |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 107.88                              |
|                       |                         |               |                                |          |            |              | <b>438.68</b>                       |
| 101-301-770.000       | Vehicle Gas             |               |                                |          |            |              |                                     |
|                       | BLARNEY CASTLE FLEET PR | BC177-July 16 | Fuel Usage                     | 20160322 | 07/20/2016 | 07/06/2016   | 1,564.81                            |
|                       |                         |               |                                |          |            |              | <b>1,564.81</b>                     |
| 101-301-801.000       | Professional Ser        |               |                                |          |            |              |                                     |
|                       | STATE OF MICHIGAN - MSP | 551-470345    | SOR Registration               | 44322    | 07/03/2016 | 07/03/2016   | 30.00                               |
|                       |                         |               |                                |          |            |              | <b>30.00</b>                        |
| 101-301-860.000       | Travel & Training       |               |                                |          |            |              |                                     |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 120.68                              |
|                       |                         |               |                                |          |            |              | <b>120.68</b>                       |
| 101-301-874.000       | Retire. Costs - Bl      |               |                                |          |            |              |                                     |
|                       | RILEY/JOHN S//          |               | In Lieu of Blue Cross Insuranc | 20160332 | 07/25/2016 | 07/25/2016   | 250.00                              |
|                       |                         |               |                                |          |            |              | <b>250.00</b>                       |
| 101-301-930.000       | Repairs & Mainte        |               |                                |          |            |              |                                     |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 1,320.84                            |
|                       |                         |               |                                |          |            |              | <b>1,320.84</b>                     |
|                       |                         |               |                                |          |            |              | <b>Total Dept. POLICE: 4,135.91</b> |
| <b>Dept: 336 FIRE</b> |                         |               |                                |          |            |              |                                     |
| 101-336-728.000       | SUPPLIES - Ope          |               |                                |          |            |              |                                     |
|                       | ACE HARDWARE & HOME CI  | 153308        | Primer                         | 44278    | 08/12/2016 | 07/13/2016   | 171.96                              |
|                       | ACE HARDWARE & HOME CI  | 153298        | DropCloth                      | 44278    | 08/12/2016 | 07/13/2016   | 4.49                                |
|                       | GRAND RENTAL STATION    | 1-545610      | Drywall Sander                 | 44294    | 08/12/2016 | 07/13/2016   | 35.78                               |
|                       | LUCKY LIZARD AWARDS & G | 3749          | Accountability Tags            | 44300    | 06/13/2016 | 06/13/2016   | 32.00                               |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | -9.03                               |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 159.70                              |
|                       | WEST SHORE MEDICAL CEN  |               | EMS Box Replacements           | 44328    | 07/29/2016 | 06/29/2016   | 750.00                              |
|                       |                         |               |                                |          |            |              | <b>1,144.90</b>                     |
| 101-336-770.000       | Vehicle Gas             |               |                                |          |            |              |                                     |
|                       | BLARNEY CASTLE FLEET PR | BC177-July 16 | Fuel Usage                     | 20160322 | 07/20/2016 | 07/06/2016   | 474.08                              |
|                       |                         |               |                                |          |            |              | <b>474.08</b>                       |
| 101-336-860.000       | Travel & Training       |               |                                |          |            |              |                                     |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 489.00                              |
|                       | PNC BANK                | June 2016     | Credit Card Charges            | 44315    | 07/24/2016 | 06/29/2016   | 165.00                              |
|                       |                         |               |                                |          |            |              | <b>654.00</b>                       |
| 101-336-874.000       | Retire. Costs - Bl      |               |                                |          |            |              |                                     |
|                       | JANOWIAK/DANIEL J//     |               | In Lieu of Blue Cross Insuranc | 44299    | 07/25/2016 | 07/25/2016   | 250.00                              |
|                       | MODJESKI/MARK A//       |               | In Lieu of Blue Cross Insuranc | 44308    | 07/25/2016 | 07/25/2016   | 250.00                              |
|                       | SCRIMGER/SID//          |               | In Lieu of Blue Cross Insuranc | 20160333 | 07/25/2016 | 07/25/2016   | 250.00                              |
|                       | SMITH/TIMM H//          |               | In Lieu of Blue Cross Insuranc | 20160334 | 07/25/2016 | 07/25/2016   | 250.00                              |
|                       | TABACZKA/JERRY J//      |               | In Lieu of Blue Cross Insuranc | 44323    | 07/25/2016 | 07/25/2016   | 250.00                              |

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|------------------------|-------------------------|------------------|-------------------------------|----------|------------|--------------|----------|
|                        |                         |                  |                               |          |            |              | 1,250.00 |
| 101-336-930.000        | Repairs & Mainte        |                  |                               |          |            |              |          |
|                        | NAPAAUTO PARTS          | 214446           | Fitting                       | 44309    | 07/16/2016 | 07/16/2016   | 6.70     |
|                        |                         |                  |                               |          |            |              | 6.70     |
| Total Dept. FIRE:      |                         |                  |                               |          |            |              | 3,529.68 |
| Dept: 441 PUBLIC WORKS |                         |                  |                               |          |            |              |          |
| 101-441-715.000        | Uniform & Cleani        |                  |                               |          |            |              |          |
|                        | MODEL COVERALL SERVICE  | 0604442          | Uniform Cleaning-DPW          | 20160330 | 07/29/2016 | 06/29/2016   | 7.37     |
|                        | MODEL COVERALL SERVICE  | 0605949          | Uniform Cleaning-DPW          | 20160330 | 08/05/2016 | 07/06/2016   | 28.87    |
|                        |                         |                  |                               |          |            |              | 36.24    |
| 101-441-728.000        | SUPPLIES - Ope          |                  |                               |          |            |              |          |
|                        | ABSOLUTE SAFETY, INC.   | DPWWW220616      | Prep for June Safety Meeting  | 44277    | 07/22/2016 | 06/22/2016   | 203.70   |
|                        | AUTO VALUE \ AUTO-WARES | 256-919961       | Tape                          | 44282    | 07/30/2016 | 06/30/2016   | 4.89     |
|                        | AUTO VALUE \ AUTO-WARES | 256-920361       | Rags in a box                 | 44282    | 08/04/2016 | 07/05/2016   | 25.18    |
|                        | AUTO VALUE \ AUTO-WARES | 256-920357       | Elec Tape                     | 44282    | 08/04/2016 | 07/05/2016   | 4.76     |
|                        | FASTENAL COMPANY        | MIMAN119508      | Paint                         | 20160326 | 07/10/2016 | 06/10/2016   | 50.61    |
|                        | FASTENAL COMPANY        | MIMAN119665      | Paint/tape                    | 20160326 | 07/17/2016 | 06/17/2016   | 50.82    |
|                        | FASTENAL COMPANY        | MIMAN119686      | Palm Glv                      | 20160326 | 07/20/2016 | 06/20/2016   | 89.95    |
|                        | FASTENAL COMPANY        | MIMAN119702      | Drill Bits                    | 20160326 | 07/20/2016 | 06/20/2016   | 72.93    |
|                        | FASTENAL COMPANY        | MIMAN119860      | Cbl Tie                       | 20160326 | 07/28/2016 | 06/28/2016   | 41.96    |
|                        | MODEL COVERALL SERVICE  | 0604443          | Twl Case                      | 20160330 | 07/29/2016 | 06/29/2016   | 33.60    |
|                        | WAHR HARDWARE, INC.     | C88641           | W&H Killer                    | 20160337 | 07/30/2016 | 06/30/2016   | 9.96     |
|                        | WAHR HARDWARE, INC.     | D46065           | Key Blanks/Cncrt Crk Sealant  | 20160337 | 08/17/2016 | 07/18/2016   | 13.26    |
|                        |                         |                  |                               |          |            |              | 601.62   |
| 101-441-770.000        | Vehicle Gas             |                  |                               |          |            |              |          |
|                        | BLARNEY CASTLE FLEET PR | BC177-July 16    | Fuel Usage                    | 20160322 | 07/20/2016 | 07/06/2016   | 58.81    |
|                        | BLARNEY CASTLE FLEET PR | BC177-July 16    | Fuel Usage                    | 20160322 | 07/20/2016 | 07/06/2016   | 3,049.78 |
|                        |                         |                  |                               |          |            |              | 3,108.59 |
| 101-441-831.000        | Contractual Repa        |                  |                               |          |            |              |          |
|                        | TOP LINE ELECTRIC LLC   | 7732             | Tech/Elec Mat-Maple St Bridge | 20160335 | 07/11/2016 | 07/11/2016   | 89.97    |
|                        | TOP LINE ELECTRIC LLC   | 7733             | Tech-Maple St Bridge          | 20160335 | 07/11/2016 | 07/11/2016   | 169.80   |
|                        | TOP LINE ELECTRIC LLC   | 7734             | Tech/Elec Mat-Maple St Bridge | 20160335 | 07/11/2016 | 07/11/2016   | 428.80   |
|                        | TOP LINE ELECTRIC LLC   | 7735             | Tech/Elec Mat-Maple St Bridge | 20160335 | 07/11/2016 | 07/11/2016   | 100.58   |
|                        | TOP LINE ELECTRIC LLC   | 7736             | Tech-River&Spruce St          | 20160335 | 07/11/2016 | 07/11/2016   | 84.90    |
|                        |                         |                  |                               |          |            |              | 874.05   |
| 101-441-900.000        | Printing & Publis       |                  |                               |          |            |              |          |
|                        | PIONEER GROUP/THE//     | 41100167-June 16 | Advertisements                | 44314    | 07/20/2016 | 06/30/2016   | 106.90   |
|                        |                         |                  |                               |          |            |              | 106.90   |
| 101-441-930.000        | Repairs & Mainte        |                  |                               |          |            |              |          |
|                        | AIS CONSTRUCTION EQUIP  | T01689           | Cap Assembly                  | 44279    | 06/24/2016 | 06/24/2016   | 48.08    |
|                        | AUTO VALUE \ AUTO-WARES | 256-918630       | Elbow/Retainr                 | 44282    | 07/17/2016 | 06/17/2016   | 9.58     |
|                        | AUTO VALUE \ AUTO-WARES | 256-919216       | Fuel Filter/Oil               | 44282    | 07/23/2016 | 06/23/2016   | 35.00    |
|                        | AUTO VALUE \ AUTO-WARES | 256-919247       | O-rings                       | 44282    | 07/23/2016 | 06/23/2016   | 1.78     |
|                        | AUTO VALUE \ AUTO-WARES | 256-919359       | Oil                           | 44282    | 07/24/2016 | 06/24/2016   | 53.15    |
|                        | AUTO VALUE \ AUTO-WARES | 256-919803       | Anti Seize                    | 44282    | 07/29/2016 | 06/29/2016   | 40.08    |
|                        | AUTO VALUE \ AUTO-WARES | 256-920017       | Gage/Lock-on Chuck            | 44282    | 07/30/2016 | 06/30/2016   | 61.08    |
|                        | AUTO VALUE \ AUTO-WARES | 256-921218       | Glass Bead                    | 44282    | 08/11/2016 | 07/12/2016   | 48.29    |
|                        | AUTO VALUE \ AUTO-WARES | 256-921501       | Air Filter                    | 44282    | 08/13/2016 | 07/14/2016   | 18.78    |
|                        | AUTO VALUE \ AUTO-WARES | 256-921500       | Air Filter                    | 44282    | 08/13/2016 | 07/14/2016   | 24.16    |
|                        | AUTO VALUE \ AUTO-WARES | 256-981554       | Oil Filter/Oil                | 44282    | 08/14/2016 | 07/15/2016   | 19.66    |
|                        | MICHIGAN CAT            | PD6523262        | Cone/spacer/ring/cap          | 44307    | 06/30/2016 | 06/30/2016   | 116.39   |
|                        | MICHIGAN CAT            | PD6527581        | Wheel/sleeve/axle             | 44307    | 07/01/2016 | 07/01/2016   | 1,970.18 |
|                        | WAHR HARDWARE, INC.     | C88267           | Chip Brush                    | 20160337 | 07/27/2016 | 06/27/2016   | 48.21    |
|                        |                         |                  |                               |          |            |              | 2,494.42 |

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|--|--------------------------|----------------------------|--------------------------------|----------|------------|--------------|---|
| 101-441-985.000                        | Lease Purchase           |                            |                                |          |            |              |   |
|  | US BANK EQUIPMENT FINAN  | 309130698                  | Kyoceria Copier - DPW          | 44324    | 07/15/2016 | 07/15/2016   | 125.90                                    |
|  |                          |                            |                                |          |            |              | <b>125.90</b>                             |
|  |                          |                            |                                |          |            |              | <b>Total Dept. PUBLIC WORKS: 7,347.72</b> |
| <b>Dept: 751 PARKS &amp; RECREATIO</b> |                          |                            |                                |          |            |              |   |
| 101-751-728.000                        | SUPPLIES - Ope           |                            |                                |          |            |              |   |
|  | FAMILY FARM & HOME - MAN |                            | Credit-paid twice              | 44293    | 06/18/2016 | 05/19/2016   | -49.98                                    |
|  | FAMILY FARM & HOME - MAN | 3267                       | Snow Fence                     | 44293    | 07/23/2016 | 06/23/2016   | 649.74                                    |
|  | FAMILY FARM & HOME - MAN | 3272                       | Landscape Fabric Pins          | 44293    | 07/24/2016 | 06/24/2016   | 15.98                                     |
|  | FAMILY FARM & HOME - MAN | T184817                    | Landscape Fabric               | 44293    | 07/28/2016 | 06/28/2016   | 7.99                                      |
|  | FASTENAL COMPANY         | MIMAN119426                | Tissue Dispenser               | 20160326 | 07/07/2016 | 06/07/2016   | 74.79                                     |
|  | FASTENAL COMPANY         | MIMAN119508                | Paint                          | 20160326 | 07/10/2016 | 06/10/2016   | 50.61                                     |
|  | FASTENAL COMPANY         | MIMAN119665                | Paint/tape                     | 20160326 | 07/17/2016 | 06/17/2016   | 50.82                                     |
|  | FASTENAL COMPANY         | MIMAN119705                | Clip/Valve/Cable tie           | 20160326 | 07/20/2016 | 06/20/2016   | 58.45                                     |
|  | FASTENAL COMPANY         | MIMAN119721                | Body Guard Ranger Hat          | 20160326 | 07/21/2016 | 06/21/2016   | 9.29                                      |
|  | FASTENAL COMPANY         | MIMAN119775                | Seal                           | 20160326 | 07/22/2016 | 06/22/2016   | 16.26                                     |
|  | FASTENAL COMPANY         | MIMAN119820                | Disposable Gloves              | 20160326 | 07/24/2016 | 06/24/2016   | 23.28                                     |
|  | FASTENAL COMPANY         | MIMAN119827                | Pinesol/Tissue/Can Liner       | 20160326 | 07/27/2016 | 06/27/2016   | 420.56                                    |
|  | FASTENAL COMPANY         | MIMAN120081                | Can Liner/Paper Towels         | 20160326 | 08/10/2016 | 07/11/2016   | 371.44                                    |
|  | FASTENAL COMPANY         | MIMAN120113                | Paper Towel/Tissue             | 20160326 | 08/11/2016 | 07/12/2016   | 280.57                                    |
|  | FASTENAL COMPANY         | MIMAN120144                | Bathroom Tissue                | 20160326 | 08/13/2016 | 07/14/2016   | 115.05                                    |
|  | FASTENAL COMPANY         | MIMAN120157                | Paper Towel                    | 20160326 | 08/13/2016 | 07/14/2016   | 199.80                                    |
|  | GRAND RENTAL STATION     | 1-545204                   | Line Head                      | 44294    | 07/27/2016 | 06/27/2016   | 134.94                                    |
|  | OLESON'S FOOD STORES     | #1577 7/13/16              | Gatorade/powerade/ice          | 44312    | 08/12/2016 | 07/13/2016   | 26.11                                     |
|  | SENG CRANE & EXCAVATING  | 2018                       | Boat Rental                    | 44317    | 08/01/2016 | 07/02/2016   | 150.00                                    |
|  | WAHR HARDWARE, INC.      | D43280                     | Hammer/Nails                   | 20160337 | 07/01/2016 | 06/01/2016   | 73.97                                     |
|  | WAHR HARDWARE, INC.      | D44168                     | Hose/Paint                     | 20160337 | 07/16/2016 | 06/16/2016   | 106.97                                    |
|  | WAHR HARDWARE, INC.      | C87571                     | Plunger                        | 20160337 | 07/20/2016 | 06/20/2016   | 5.58                                      |
|  | WAHR HARDWARE, INC.      | C87733                     | I-Beam Level                   | 20160337 | 07/21/2016 | 06/21/2016   | 54.99                                     |
|  | WAHR HARDWARE, INC.      | D44464                     | Rafter Square                  | 20160337 | 07/21/2016 | 06/21/2016   | 13.99                                     |
|  | WAHR HARDWARE, INC.      | C87844                     | Sandpaper/Spade                | 20160337 | 07/22/2016 | 06/22/2016   | 40.56                                     |
|  | WAHR HARDWARE, INC.      | C87934                     | Jigsaw                         | 20160337 | 07/23/2016 | 06/23/2016   | 59.99                                     |
|  | WAHR HARDWARE, INC.      | C87942                     | Chisel                         | 20160337 | 07/23/2016 | 06/23/2016   | 3.29                                      |
|  | WAHR HARDWARE, INC.      | D44588                     | Fork                           | 20160337 | 07/23/2016 | 06/23/2016   | 27.99                                     |
|  | WAHR HARDWARE, INC.      | C87999                     | Glue                           | 20160337 | 07/24/2016 | 06/24/2016   | 7.59                                      |
|  | WAHR HARDWARE, INC.      | C89100                     | Brush/Tape                     | 20160337 | 08/05/2016 | 07/06/2016   | 15.27                                     |
|  | WAHR HARDWARE, INC.      | C89755                     | Shear                          | 20160337 | 08/11/2016 | 07/12/2016   | 44.98                                     |
|  | WAHR HARDWARE, INC.      | C89767                     | Rake                           | 20160337 | 08/11/2016 | 07/12/2016   | 22.49                                     |
|  | WAHR HARDWARE, INC.      | C89865                     | Axe/Cutter                     | 20160337 | 08/12/2016 | 07/13/2016   | 57.98                                     |
|  | WAHR HARDWARE, INC.      | C89890                     | Hammer                         | 20160337 | 08/12/2016 | 07/13/2016   | 17.99                                     |
|  | WEESIES BROTHERS FARM    |                            | Plants                         | 44326    | 06/23/2016 | 06/23/2016   | 79.77                                     |
|  |                          |                            |                                |          |            |              | <b>3,239.10</b>                           |
| 101-751-770.000                        | Vehicle Gas              |                            |                                |          |            |              |   |
|  | BLARNEY CASTLE FLEET PR  | BC177-July 16              | Fuel Usage                     | 20160322 | 07/20/2016 | 07/06/2016   | 856.18                                    |
|  |                          |                            |                                |          |            |              | <b>856.18</b>                             |
| 101-751-831.000                        | Contractual Repa         |                            |                                |          |            |              |   |
|  | TOP LINE ELECTRIC LLC    | 7726                       | Tech-1st St. Pavilion          | 20160335 | 07/11/2016 | 07/11/2016   | 56.60                                     |
|  |                          |                            |                                |          |            |              | <b>56.60</b>                              |
| 101-751-850.000                        | Phone                    |                            |                                |          |            |              |   |
|  | CHARTER COMMUNICATIONS   | AT&T 209 0139478-7/22-8/21 | Monthly Service-110 S Lakeshor | 44285    | 07/12/2016 | 07/12/2016   | 29.99                                     |
|  |                          |                            |                                |          |            |              | <b>29.99</b>                              |
| 101-751-920.000                        | Gas                      |                            |                                |          |            |              |   |
|  | DTE ENERGY               |                            | Gas Usage - 580 Maple St       | 44291    | 08/10/2016 | 07/11/2016   | 27.40                                     |
|  |                          |                            |                                |          |            |              | <b>27.40</b>                              |
| 101-751-930.000                        | Repairs & Mainte         |                            |                                |          |            |              |   |

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|----------------|--------------------------|-------------|---------------------------|----------|------------|--------------|-----------------|
|                | FAMILY FARM & HOME - MAN |             | Credit-paid twice         | 44293    | 06/17/2016 | 05/18/2016   | -16.99          |
|                | FASTENAL COMPANY         | MIMAN119711 | Screw                     | 20160326 | 07/21/2016 | 06/21/2016   | 1.99            |
|                | FASTENAL COMPANY         | MIMAN119803 | Wood Screws               | 20160326 | 07/24/2016 | 06/24/2016   | 49.44           |
|                | FASTENAL COMPANY         | MIMAN119801 | Washer/Screw              | 20160326 | 07/24/2016 | 06/24/2016   | 7.40            |
|                | OLSON LUMBER COMPANY     | 108482      | Stripping/nails           | 44313    | 07/10/2016 | 06/10/2016   | 268.40          |
|                | OLSON LUMBER COMPANY     | 108483      | Treated Lumber            | 44313    | 07/10/2016 | 06/10/2016   | 57.52           |
|                | OLSON LUMBER COMPANY     | 108552      | Treated Lumber            | 44313    | 07/21/2016 | 06/21/2016   | 35.25           |
|                | OLSON LUMBER COMPANY     | 108656      | Treated Lumber            | 44313    | 07/22/2016 | 06/22/2016   | 21.78           |
|                | OLSON LUMBER COMPANY     | 108556      | Treated Lumber            | 44313    | 07/22/2016 | 06/22/2016   | 59.52           |
|                | OLSON LUMBER COMPANY     | 108576      | Treated Lumber            | 44313    | 07/24/2016 | 06/24/2016   | 13.90           |
|                | OLSON LUMBER COMPANY     | 108583      | lumber                    | 44313    | 07/27/2016 | 06/27/2016   | 10.90           |
|                | OLSON LUMBER COMPANY     | 108691      | Treated Lumber            | 44313    | 08/12/2016 | 07/13/2016   | 63.40           |
|                | OLSON LUMBER COMPANY     | 108697      | Treated Lumber            | 44313    | 08/13/2016 | 07/14/2016   | 46.63           |
|                | PNC BANK                 | June 2016   | Credit Card Charges       | 44315    | 07/24/2016 | 06/29/2016   | 253.00          |
|                | TOP LINE ELECTRIC LLC    | 7728        | Tech/Electrical Materials | 20160335 | 07/11/2016 | 07/11/2016   | 180.17          |
|                |                          |             |                           |          |            |              | <b>1,052.31</b> |

|                 |                    |  |                 |       |            |            |               |
|-----------------|--------------------|--|-----------------|-------|------------|------------|---------------|
| 101-751-970.000 | Capital Outlay - u |  |                 |       |            |            |               |
|                 | STATE OF MICHIGAN  |  | Building Permit | 44320 | 07/22/2016 | 07/22/2016 | 350.00        |
|                 |                    |  |                 |       |            |            | <b>350.00</b> |

**Total Dept. PARKS & RECREATION: 5,611.58****tal Fund GENERAL FUND: 97,730.97****Fund: 202 MAJOR STREET FUND****Dept: 000**

|                 |                     |                  |                |          |            |            |               |
|-----------------|---------------------|------------------|----------------|----------|------------|------------|---------------|
| 202-000-728.000 | SUPPLIES - Ope      |                  |                |          |            |            |               |
|                 | PIONEER GROUP/THE// | 41100167-June 16 | Advertisements | 44314    | 07/20/2016 | 06/30/2016 | 131.28        |
|                 | WAHR HARDWARE, INC. | C90081           | Mil Plastic K  | 20160337 | 08/14/2016 | 07/15/2016 | 25.58         |
|                 |                     |                  |                |          |            |            | <b>156.86</b> |

**Total Dept. 000: 156.86****id MAJOR STREET FUND: 156.86****Fund: 226 CITY REFUSE FUND****Dept: 000**

|                 |                           |       |                       |       |            |            |                 |
|-----------------|---------------------------|-------|-----------------------|-------|------------|------------|-----------------|
| 226-000-755.000 | Yard Bags                 |       |                       |       |            |            |                 |
|                 | MARSHALL PLASTIC FILM, IN | 74186 | IC Folded Vented Seal | 44306 | 06/14/2016 | 06/14/2016 | 7,265.16        |
|                 |                           |       |                       |       |            |            | <b>7,265.16</b> |

**Total Dept. 000: 7,265.16****Fund CITY REFUSE FUND: 7,265.16****Fund: 290 PEG COMMISSION****Dept: 000**

|                 |                         |          |                      |       |            |            |              |
|-----------------|-------------------------|----------|----------------------|-------|------------|------------|--------------|
| 290-000-930.000 | Repairs & Mainte        |          |                      |       |            |            |              |
|                 | JACKPINE BUSINESS CENTE | 401942-0 | Service Bench Charge | 44298 | 06/09/2016 | 05/10/2016 | 54.00        |
|                 |                         |          |                      |       |            |            | <b>54.00</b> |

**Total Dept. 000: 54.00****Fund PEG COMMISSION: 54.00****Fund: 296 RAMSDELL THEATRE****Dept: 000**

|                 |                        |  |                           |       |            |            |           |
|-----------------|------------------------|--|---------------------------|-------|------------|------------|-----------|
| 296-000-308.002 | Ramsdell Theatr        |  |                           |       |            |            |           |
|                 | HUNTINGTON NATIONAL BA |  | Ramsdell HVAC #8000407381 | 44297 | 08/01/2016 | 07/16/2016 | 37,264.93 |

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| Fund/Dept/Acct               | Vendor Name             | Invoice #                  | Invoice Desc.                | Check #  | Due Date   | Invoice Date | Amount    |
|------------------------------|-------------------------|----------------------------|------------------------------|----------|------------|--------------|-----------|
|                              |                         |                            |                              |          |            |              | 37,264.93 |
| 296-000-728.000              | SUPPLIES - Oper         |                            |                              |          |            |              |           |
|                              | ACE HARDWARE & HOME C   | 153456                     | Keys                         | 44278    | 08/17/2016 | 07/18/2016   | 3.98      |
|                              | PNC BANK                | June 2016                  | Credit Card Charges          | 44315    | 07/24/2016 | 06/29/2016   | 52.99     |
|                              | WAHR HARDWARE, INC.     | C89399                     | Cornrguard                   | 20160337 | 08/07/2016 | 07/08/2016   | 23.97     |
|                              | WAHR HARDWARE, INC.     | C90093                     | Polish Brasso                | 20160337 | 08/14/2016 | 07/15/2016   | 3.99      |
|                              |                         |                            |                              |          |            |              | 84.93     |
| 296-000-752.000              | Ramsdell - Movie        |                            |                              |          |            |              |           |
|                              | PIONEER GROUP/THE//     | 41100167-June 16           | Advertisements               | 44314    | 07/20/2016 | 06/30/2016   | 106.00    |
|                              |                         |                            |                              |          |            |              | 106.00    |
| 296-000-753.000              | Ramsdell - Perfo        |                            |                              |          |            |              |           |
|                              | JACKPINE BUSINESS CENTE | 404349-0                   | Tickets                      | 44298    | 08/13/2016 | 07/14/2016   | 5.99      |
|                              | PIONEER GROUP/THE//     | 41100167-June 16           | Advertisements               | 44314    | 07/20/2016 | 06/30/2016   | 60.00     |
|                              | PNC BANK                | June 2016                  | Credit Card Charges          | 44315    | 07/24/2016 | 06/29/2016   | 85.05     |
|                              | PNC BANK                | June 2016                  | Credit Card Charges          | 44315    | 07/24/2016 | 06/29/2016   | 127.02    |
|                              |                         |                            |                              |          |            |              | 278.06    |
| 296-000-831.000              | Contractual Repa        |                            |                              |          |            |              |           |
|                              | TOP LINE ELECTRIC LLC   | 7729                       | Tech/Materials-Ramsdell      | 20160335 | 07/11/2016 | 07/11/2016   | 391.95    |
|                              |                         |                            |                              |          |            |              | 391.95    |
| 296-000-850.000              | Phone                   |                            |                              |          |            |              |           |
|                              | CHARTER COMMUNICATIONS  | 27501209 0138892-7/24-8/23 | Monthly Service-101 Maple St | 44285    | 07/14/2016 | 07/14/2016   | 59.98     |
|                              |                         |                            |                              |          |            |              | 59.98     |
| 296-000-892.500              | Marketing               |                            |                              |          |            |              |           |
|                              | PIONEER GROUP/THE//     | 41100167-June 16           | Advertisements               | 44314    | 07/20/2016 | 06/30/2016   | 106.00    |
|                              |                         |                            |                              |          |            |              | 106.00    |
| 296-000-920.000              | Gas                     |                            |                              |          |            |              |           |
|                              | DTE ENERGY              |                            | Gas Usage-101 Maple St       | 44291    | 08/17/2016 | 07/18/2016   | 299.07    |
|                              |                         |                            |                              |          |            |              | 299.07    |
| Total Dept. 000:             |                         |                            |                              |          |            |              | 38,590.92 |
| Dept: 574 DEBT SERVICE       |                         |                            |                              |          |            |              |           |
| 296-574-998.002              | Ramsdell Theatre        |                            |                              |          |            |              |           |
|                              | HUNTINGTON NATIONAL BA  |                            | Ramsdell HVAC #8000407381    | 44297    | 08/01/2016 | 07/16/2016   | 17,210.07 |
|                              |                         |                            |                              |          |            |              | 17,210.07 |
| Total Dept. DEBT SERVICE:    |                         |                            |                              |          |            |              | 17,210.07 |
| nd RAMSDELL THEATRE:         |                         |                            |                              |          |            |              | 55,800.99 |
| Fund: 573 WATER & SEWER UTIL |                         |                            |                              |          |            |              |           |
| Dept: 541 ADMINISTRATION     |                         |                            |                              |          |            |              |           |
| 573-541-728.000              | SUPPLIES - Oper         |                            |                              |          |            |              |           |
|                              | HANSEN/LORI//           | 277925                     | Office Cleaning-6/12-6/26    | 44295    | 06/26/2016 | 06/26/2016   | 75.00     |
|                              | JACKPINE BUSINESS CENTE | 404213-0                   | Paper                        | 44298    | 08/10/2016 | 07/11/2016   | 24.94     |
|                              |                         |                            |                              |          |            |              | 99.94     |
| 573-541-850.000              | Phone                   |                            |                              |          |            |              |           |
|                              | AT&T                    | 231398258407               | Monthly Service              | 44281    | 08/12/2016 | 07/13/2016   | 834.28    |
|                              |                         |                            |                              |          |            |              | 834.28    |
| 573-541-900.000              | Printing & Publis       |                            |                              |          |            |              |           |
|                              | PIONEER GROUP/THE//     | 41100167-June 16           | Advertisements               | 44314    | 07/20/2016 | 06/30/2016   | 1,439.10  |
|                              |                         |                            |                              |          |            |              | 1,439.10  |
| Total Dept. ADMINISTRATION:  |                         |                            |                              |          |            |              | 2,373.32  |



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| Fund/Dept/Acct                      | Vendor Name                                | Invoice #     | Invoice Desc.               | Check #  | Due Date   | Invoice Date | Amount          |
|-------------------------------------|--|---------------|-----------------------------|----------|------------|--------------|-----------------|
| <b>Dept: 542 WATER OPERATION</b>    |  |               |                             |          |            |              |                 |
| 573-542-715.000                     | Uniform & Cleani<br>SNYDER SHOE CORP       |               | Safety Boots-Banks/Tabaczka | 44318    | 07/30/2016 | 06/30/2016   | 120.70          |
|                                     |  |               |                             |          |            |              | <b>120.70</b>   |
| 573-542-728.000                     | SUPPLIES - Ope<br>FASTENAL COMPANY         | MIMAN119508   | Paint                       | 20160326 | 07/10/2016 | 06/10/2016   | 50.61           |
|                                     | FASTENAL COMPANY                           | MIMAN119665   | Paint/tape                  | 20160326 | 07/17/2016 | 06/17/2016   | 50.82           |
|                                     |  |               |                             |          |            |              | <b>101.43</b>   |
| 573-542-750.000                     | Meters<br>MICHIGAN METER TECHNOL           | 97779         | Ecoder/Meter                | 20160329 | 07/24/2016 | 06/24/2016   | 1,885.78        |
|                                     |  |               |                             |          |            |              | <b>1,885.78</b> |
| 573-542-770.000                     | Vehicle Gas<br>BLARNEY CASTLE FLEET PR     | BC177-July 16 | Fuel Usage                  | 20160322 | 07/20/2016 | 07/06/2016   | 463.23          |
|                                     |  |               |                             |          |            |              | <b>463.23</b>   |
| 573-542-824.000                     | Lab Testing<br>WAHR HARDWARE, INC.         | C89654        | Freight                     | 20160337 | 08/10/2016 | 07/11/2016   | 31.94           |
|                                     | WAHR HARDWARE, INC.                        | C89902        | Freight                     | 20160337 | 08/12/2016 | 07/13/2016   | 27.29           |
|                                     |  |               |                             |          |            |              | <b>59.23</b>    |
| 573-542-831.000                     | Contractual Repa<br>TOP LINE ELECTRIC LLC  | 7727          | Tech/Elec-Well#10           | 20160335 | 07/11/2016 | 07/11/2016   | 100.44          |
|                                     |  |               |                             |          |            |              | <b>100.44</b>   |
| 573-542-925.000                     | Electric<br>CONSUMERS ENERGY               | 201360216473  | Electric Usage              | 44287    | 08/15/2016 | 07/21/2016   | 1,480.98        |
|                                     | CONSUMERS ENERGY                           | 201182251607  | Electric Usage              | 44287    | 08/15/2016 | 07/21/2016   | 5,041.65        |
|                                     |  |               |                             |          |            |              | <b>6,522.63</b> |
| 573-542-930.000                     | Repairs & Mainte<br>WAHR HARDWARE, INC.    | C88440        | Clamp/Blade                 | 20160337 | 07/28/2016 | 06/28/2016   | 12.53           |
|                                     | WAHR HARDWARE, INC.                        | C89692        | Epoxy                       | 20160337 | 08/10/2016 | 07/11/2016   | 4.97            |
|                                     |  |               |                             |          |            |              | <b>17.50</b>    |
| <b>Total Dept. WATER OPERATION:</b> |  |               |                             |          |            |              | <b>9,270.94</b> |
| <b>Dept: 543 SEWER - WWTP</b>       |  |               |                             |          |            |              |                 |
| 573-543-715.000                     | Uniform & Cleani<br>MODEL COVERALL SERVICE | 0604440       | Uniform Cleaning-WWTP       | 20160330 | 07/29/2016 | 06/29/2016   | 28.38           |
|                                     | MODEL COVERALL SERVICE                     | 0605947       | Uniform Cleaning-WWTP       | 20160330 | 08/05/2016 | 07/06/2016   | 28.38           |
|                                     |  |               |                             |          |            |              | <b>56.76</b>    |
| 573-543-728.000                     | SUPPLIES - Ope<br>ACE HARDWARE & HOME CI   | 152525        | Weed B Gone                 | 44278    | 07/23/2016 | 06/23/2016   | 16.99           |
|                                     | AUTO VALUE \ AUTO-WARES                    | 256-917761    | Rubber Sheet                | 44282    | 07/09/2016 | 06/09/2016   | 5.39            |
|                                     | AUTO VALUE \ AUTO-WARES                    | 256-919451    | Car Wash                    | 44282    | 07/25/2016 | 06/25/2016   | 7.99            |
|                                     | FAMILY FARM & HOME - MAN                   |               | Credit-paid twice           | 44293    | 06/26/2016 | 05/27/2016   | -66.95          |
|                                     | FAMILY FARM & HOME - MAN                   | 3307          | Veg Killer/Sprayer          | 44293    | 08/11/2016 | 07/12/2016   | 39.98           |
|                                     | FASTENAL COMPANY                           | MIMAN119826   | Roller Cover Refill         | 20160326 | 07/27/2016 | 06/27/2016   | 2.51            |
|                                     | FASTENAL COMPANY                           | MIMAN119922   | Mop head                    | 20160326 | 07/30/2016 | 06/30/2016   | 7.98            |
|                                     | FASTENAL COMPANY                           | MIMAN120053   | Fingertip Body Guard        | 20160326 | 08/06/2016 | 07/07/2016   | 5.97            |
|                                     | FASTENAL COMPANY                           | MIMAN120097   | Fingertip Body Guard        | 20160326 | 08/10/2016 | 07/11/2016   | 71.66           |
|                                     | JACKPINE BUSINESS CENTE                    | 403632-0      | Ink Crg                     | 44298    | 07/23/2016 | 06/23/2016   | 97.94           |
|                                     | NCL OF WISCONSIN, INC.                     | 374341        | Hydroxide/Sulfuric Acid     | 44310    | 07/15/2016 | 06/15/2016   | 569.78          |
|                                     | STANDARD ELECTRIC COMF                     | 1118139-00    | YGMCAP                      | 44319    | 06/15/2016 | 06/15/2016   | 18.93           |
|                                     | USA BLUE BOOK                              | 991451        | Polymer Dispersant          | 44325    | 07/29/2016 | 06/29/2016   | 219.45          |

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|-----------------------------------|--------------------------|---------------|-----------------------------|----------|------------|--------------|---|
|                                   | WAHR HARDWARE, INC.      | C87197        | Freight                     | 20160337 | 07/16/2016 | 06/16/2016   | 13.51   |
|                                   | WAHR HARDWARE, INC.      | D44497        | Bit Socket                  | 20160337 | 07/22/2016 | 06/22/2016   | 8.38  |
|                                   | WAHR HARDWARE, INC.      | C88619        | Rotary File/Chisel          | 20160337 | 07/30/2016 | 06/30/2016   | 25.27   |
|                                   | WAHR HARDWARE, INC.      | D45655        | W&H Killer                  | 20160337 | 08/10/2016 | 07/11/2016   | 5.58  |
|                                   | WAHR HARDWARE, INC.      | C89815        | Drain Opener                | 20160337 | 08/11/2016 | 07/12/2016   | 4.99  |
|                                   | WAHR HARDWARE, INC.      | D45836        | Freight                     | 20160337 | 08/12/2016 | 07/13/2016   | 15.06   |
|                                   | WAHR HARDWARE, INC.      | D45986        | Mop                         | 20160337 | 08/15/2016 | 07/16/2016   | 7.69  |
|                                   |                          |               |                             |          |            |              | <b>1,078.10</b>                                 |
| 573-543-770.000                   | Vehicle Gas              |               |                             |          |            |              |   |
|                                   | BLARNEY CASTLE FLEET PR  | BC177-July 16 | Fuel Usage                  | 20160322 | 07/20/2016 | 07/06/2016   | 320.69  |
|                                   |                          |               |                             |          |            |              | <b>320.69</b>                                   |
| 573-543-831.000                   | Contractual Repa         |               |                             |          |            |              |   |
|                                   | ENVIRONMENTAL RESOURC    | 105658        | DMR-QA Study                | 44292    | 07/14/2016 | 07/14/2016   | 330.00  |
|                                   | TOP LINE ELECTRIC LLC    | 7725          | Tech-Arthur St Boat Launch  | 20160335 | 07/11/2016 | 07/11/2016   | 56.60   |
|                                   | TOP LINE ELECTRIC LLC    | 7766          | Jerumbo Lift Sta-Tech       | 20160335 | 07/12/2016 | 07/12/2016   | 270.00  |
|                                   |                          |               |                             |          |            |              | <b>656.60</b>                                   |
| 573-543-860.000                   | Travel & Training        |               |                             |          |            |              |   |
|                                   | PNC BANK                 | June 2016     | Credit Card Charges         | 44315    | 07/24/2016 | 06/29/2016   | 553.42  |
|                                   |                          |               |                             |          |            |              | <b>553.42</b>                                   |
| 573-543-870.000                   | Memberships & I          |               |                             |          |            |              |   |
|                                   | PNC BANK                 | June 2016     | Credit Card Charges         | 44315    | 07/24/2016 | 06/29/2016   | 95.00   |
|                                   |                          |               |                             |          |            |              | <b>95.00</b>                                    |
| 573-543-920.000                   | Gas                      |               |                             |          |            |              |   |
|                                   | DTE ENERGY               |               | Gas Usage - 15 9th Street   | 44291    | 08/17/2016 | 07/18/2016   | 787.33  |
|                                   |                          |               |                             |          |            |              | <b>787.33</b>                                   |
| 573-543-925.000                   | Electric                 |               |                             |          |            |              |   |
|                                   | CONSUMERS ENERGY         | 201182251606  | Electric Usage              | 44287    | 08/15/2016 | 07/21/2016   | 8,048.71  |
|                                   |                          |               |                             |          |            |              | <b>8,048.71</b>                                 |
| 573-543-930.000                   | Repairs & Mainte         |               |                             |          |            |              |   |
|                                   | ACE HARDWARE & HOME CI   | 152357        | Fasteners                   | 44278    | 07/18/2016 | 06/18/2016   | 0.60  |
|                                   | AUTO VALUE \ AUTO-WARES  | 256-919633    | Tail light                  | 44282    | 07/27/2016 | 06/27/2016   | 32.84   |
|                                   | AUTO VALUE \ AUTO-WARES  | 256-920358    | Oil Dri                     | 44282    | 08/04/2016 | 07/05/2016   | 10.99   |
|                                   | MANISTEE WELDING & PIPIN | 43780         | Labor                       | 44305    | 07/23/2016 | 06/23/2016   | 18.51   |
|                                   | WAHR HARDWARE, INC.      | C87365        | Joint Gskt                  | 20160337 | 07/18/2016 | 06/18/2016   | 3.59  |
|                                   | WAHR HARDWARE, INC.      | D44938        | Trimmer Line                | 20160337 | 07/29/2016 | 06/29/2016   | 34.99   |
|                                   |                          |               |                             |          |            |              | <b>101.52</b>                                   |
|                                   |                          |               |                             |          |            |              | <b>Total Dept. SEWER - WWTP: 11,698.13</b>      |
| <b>Dept: 544 SEWER COLLECTION</b> |                          |               |                             |          |            |              |   |
| 573-544-715.000                   | Uniform & Cleani         |               |                             |          |            |              |   |
|                                   | SNYDER SHOE CORP         |               | Safety Boots-Banks/Tabaczka | 44318    | 07/30/2016 | 06/30/2016   | 160.00  |
|                                   |                          |               |                             |          |            |              | <b>160.00</b>                                   |
| 573-544-728.000                   | SUPPLIES - Ope           |               |                             |          |            |              |   |
|                                   | ACE HARDWARE & HOME CI   | 152680        | Handle Repl                 | 44278    | 07/27/2016 | 06/27/2016   | 23.99   |
|                                   | ACE HARDWARE & HOME CI   | 152681        | Repl Hndl                   | 44278    | 07/27/2016 | 06/27/2016   | 1.00  |
|                                   | FAMILY FARM & HOME - MAN | 3279          | Hammer/Broom                | 44293    | 07/27/2016 | 06/27/2016   | 23.27   |
|                                   | FASTENAL COMPANY         | MIMAN119341   | Batteries                   | 20160326 | 07/01/2016 | 06/01/2016   | 189.99  |
|                                   | FASTENAL COMPANY         | MIMAN119665   | Paint/tape                  | 20160326 | 07/17/2016 | 06/17/2016   | 50.84   |
|                                   | WAHR HARDWARE, INC.      | D44791        | Ceiling Hook                | 20160337 | 07/27/2016 | 06/27/2016   | 3.98  |
|                                   |                          |               |                             |          |            |              | <b>293.07</b>                                   |
|                                   |                          |               |                             |          |            |              | <b>Dept. SEWER COLLECTION (STREETS): 453.07</b> |

Dept: 902 OTHER GRANTS

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| Fund/Dept/Acct                                  | Vendor Name                                | Invoice #     | Invoice Desc.                 | Check #  | Due Date   | Invoice Date | Amount            |
|---|--|---------------|-------------------------------|----------|------------|--------------|-------------------|
| 573-902-988.000                                 | SAW Grant Expe<br>CDW GOVERNMENT           | DMK5854       | Apple Ipad                    | 20160323 | 07/27/2016 | 06/27/2016   | 487.77            |
|   |  |               |                               |          |            |              | <b>487.77</b>     |
| <b>Total Dept. OTHER GRANTS:</b>                |  |               |                               |          |            |              | <b>487.77</b>     |
| <b>Dept: 903 CAPITAL OUTLAY - over \$5,000:</b> |  |               |                               |          |            |              |                   |
| 573-903-987.001                                 | 2015 Maywood T<br>DIXON ENGINEERING INC    | 16-2589       | Cleaning/Maint Insp./Chlorine | 44289    | 06/17/2016 | 06/17/2016   | 2,200.00          |
|   |  |               |                               |          |            |              | <b>2,200.00</b>   |
| 573-903-987.007                                 | 2015 Sixth Ave P<br>KENNEDY INDUSTRIES INC | 570266        | 6th Ave. Pump Sta Flygt       | 20160328 | 07/17/2016 | 06/17/2016   | 32,560.00         |
|   |  |               |                               |          |            |              | <b>32,560.00</b>  |
| <b>Dept. CAPITAL OUTLAY - over \$5,000:</b>     |  |               |                               |          |            |              | <b>34,760.00</b>  |
| <b>WATER &amp; SEWER UTILITY:</b>               |  |               |                               |          |            |              | <b>59,043.23</b>  |
| <b>Fund: 594 MARINA FUND</b>                    |  |               |                               |          |            |              |                   |
| <b>Dept: 000</b>                                |  |               |                               |          |            |              |                   |
| 594-000-728.000                                 | SUPPLIES - Ope<br>FASTENAL COMPANY         | MIMAN119941   | Paper Towel/Cleaner           | 20160326 | 07/30/2016 | 06/30/2016   | 76.70             |
|   | OLESON'S FOOD STORES                       | #5064 7/6/16  | Bleach                        | 44312    | 08/05/2016 | 07/06/2016   | 14.48             |
|   | OLESON'S FOOD STORES                       | #5068 7/11/16 | Coffee/Sugar/Creamer          | 44312    | 08/10/2016 | 07/11/2016   | 38.40             |
|   | PIONEER GROUP/THE//                        | 245           | Help Wanted Ad                | 44314    | 08/04/2016 | 07/15/2016   | 127.90            |
|   | WAHR HARDWARE, INC.                        | D45397        | Brush                         | 20160337 | 08/06/2016 | 07/07/2016   | 9.58              |
|   |  |               |                               |          |            |              | <b>267.06</b>     |
| 594-000-730.000                                 | SUPPLIES - Fue<br>BLARNEY CASTLE OIL CO.   | 0782229-IN    | Gasoline                      | 44283    | 07/30/2016 | 06/30/2016   | 2,591.36          |
|   | BLARNEY CASTLE OIL CO.                     | 0783922-IN    | Gasoline                      | 44283    | 08/07/2016 | 07/08/2016   | 3,973.95          |
|   | BLARNEY CASTLE OIL CO.                     | 0785676-IN    | Gasoline                      | 44283    | 08/13/2016 | 07/14/2016   | 3,023.25          |
|   | HOME CITY ICE COMPANY/T                    | 3940160292    | ICE                           | 44296    | 06/27/2016 | 06/27/2016   | 163.75            |
|   |  |               |                               |          |            |              | <b>9,752.31</b>   |
| 594-000-920.000                                 | Gas<br>DTE ENERGY                          |               | Gas Usage - 480 River Street  | 44291    | 08/05/2016 | 07/06/2016   | 62.67             |
|   |  |               |                               |          |            |              | <b>62.67</b>      |
| 594-000-930.000                                 | Repairs & Mainte<br>FASTENAL COMPANY       | MIMAN119962   | Rod/Washer                    | 20160326 | 07/31/2016 | 07/01/2016   | 9.44              |
|   | GRAND RENTAL STATION                       | 544774        | Dolly                         | 44294    | 08/04/2016 | 07/05/2016   | 0.64              |
|   |  |               |                               |          |            |              | <b>10.08</b>      |
| <b>Total Dept. 000:</b>                         |  |               |                               |          |            |              | <b>10,092.12</b>  |
| <b>Total Fund MARINA FUND:</b>                  |  |               |                               |          |            |              | <b>10,092.12</b>  |
| <b>Fund: 703 CURRENT TAX COLLE</b>              |  |               |                               |          |            |              |                   |
| <b>Dept: 000</b>                                |  |               |                               |          |            |              |                   |
| 703-000-215.000                                 | Due DDA<br>DOWNTOWN DEVELOPMEN             |               | 2016 Summer Tax Distribution  | 44290    | 07/31/2016 | 07/01/2016   | 5,819.00          |
|   |  |               |                               |          |            |              | <b>5,819.00</b>   |
| 703-000-221.000                                 | Due City<br>CITY OF MANISTEE GENERA        |               | 2016 Summer Tax Distribution  | 20160325 | 07/01/2016 | 07/01/2016   | 236,020.63        |
|   |  |               |                               |          |            |              | <b>236,020.63</b> |
| 703-000-221.001                                 | Due Refuse<br>CITY OF MANISTEE COMMOI      |               | 2016 Summer Tax Distribution  | 20160324 | 07/01/2016 | 07/01/2016   | 15,274.18         |
|   |  |               |                               |          |            |              | <b>15,274.18</b>  |

# INVOICE APPROVAL LIST BY FUND REPORT

2016-07-26

Date: 07/25/2016

Time: 2:26 pm

Page: 11

City of Manistee

| Fund/Dept/Acct                 | Vendor Name                                 | Invoice # | Invoice Desc.                | Check #  | Due Date   | Invoice Date | Amount            |
|--------------------------------|---|-----------|------------------------------|----------|------------|--------------|-------------------|
| 703-000-221.002                | Due City Admin<br>CITY OF MANISTEE GENERA   |           | 2016 Summer Tax Distribution | 20160325 | 07/01/2016 | 07/01/2016   | 4,829.48          |
|                                |   |           |                              |          |            |              | <b>4,829.48</b>   |
| 703-000-222.000                | Due County<br>MANISTEE COUNTY TREASL        |           | 2016 Summer Tax Distribution | 44303    | 07/01/2016 | 07/01/2016   | 73,418.69         |
|                                |   |           |                              |          |            |              | <b>73,418.69</b>  |
| 703-000-228.000                | Due State of Mich<br>MANISTEE COUNTY TREASL |           | 2016 Summer Tax Distribution | 44303    | 07/01/2016 | 07/01/2016   | 80,968.42         |
|                                |   |           |                              |          |            |              | <b>80,968.42</b>  |
| 703-000-234.000                | Due to Intermedi<br>MANISTEE INTERMEDIATE S |           | 2016 Summer Tax Distribution | 44304    | 07/31/2016 | 07/01/2016   | 31,037.03         |
|                                |   |           |                              |          |            |              | <b>31,037.03</b>  |
| 703-000-235.000                | Due Community<br>WEST SHORE COMMUNITY C     |           | 2016 Summer Tax Distribution | 44327    | 07/31/2016 | 07/01/2016   | 41,052.83         |
|                                |   |           |                              |          |            |              | <b>41,052.83</b>  |
| <b>Total Dept. 000:</b>        |   |           |                              |          |            |              | <b>488,420.26</b> |
| <b>CURRENT TAX COLLECTION:</b> |   |           |                              |          |            |              | <b>488,420.26</b> |
| <b>Grand Total:</b>            |   |           |                              |          |            |              | <b>718,563.59</b> |

## Recap by Fund

| Fund #              | Fund Name              | Amount To Pay     | Amount To Relieve |
|---------------------|------------------------|-------------------|-------------------|
| 101                 | GENERAL FUND           | 97,730.97         | 0.00              |
| 202                 | MAJOR STREET FUND      | 156.86            | 0.00              |
| 226                 | CITY REFUSE FUND       | 7,265.16          | 0.00              |
| 290                 | PEG COMMISSION         | 54.00             | 0.00              |
| 296                 | RAMSDELL THEATRE       | 55,800.99         | 0.00              |
| 573                 | WATER & SEWER UTILITY  | 59,043.23         | 0.00              |
| 594                 | MARINA FUND            | 10,092.12         | 0.00              |
| 703                 | CURRENT TAX COLLECTION | 488,420.26        | 0.00              |
| <b>Grand Total:</b> |                        | <b>718,563.59</b> | <b>0.00</b>       |

MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 8, 2016  
SUBJECT: Tobacco/Smoke Free Child Play Areas



**Public Works**  
**231-723-7132**

---

The Great Start Collaborative for Manistee County and Manistee County Live Well Coalition and approached the Parks Commission with a proposal to install signage at several children's play areas within our parks to reduce tobacco use. A sample of the signage, list of play areas and proposed resolution is attached.

The signs will be provided to the City and we will install them at each location. The cost will be minimal.

The Parks Commission and staff support this project.

# **City of Manistee**

## **Smoke and Tobacco-Free Resolution for City Park Child Play Areas**

**WHEREAS tobacco use is the single most preventable cause of death and disease in the United States, as well as in the City of Manistee, Michigan, leading to more deaths than most other leading causes combined (including AIDS, alcohol, illegal drugs, motor vehicle accidents, firearms, murders, suicides and fires); and (1)**

**WHEREAS secondhand smoke contains many harmful chemicals and cancer-causing agents and is a serious health risk to human beings, especially to infants, children and pregnant women; and (2)**

**WHEREAS cigarette butts may be harmful to children and animals who mistakenly ingest them as evidenced by poison control centers receiving nearly 8,000 reports of children poisoned by the ingestion of cigarette butts; and (4,5,6)**

**WHEREAS chewing tobacco, snuff, or dip (to be referred to as "spit tobacco" in this document) are tobacco products containing many harmful chemicals and cancer causing agents and their use is associated with cancers of the mouth, gums, tongue and throat; and (1)**

**WHEREAS the use of spit tobacco by youth is associated with saliva, or spit, being cast upon the ground, seating areas and other surfaces in recreational areas, resulting in increased risk of non-users being exposed to the bacteria and viruses of a variety of respiratory illnesses; and(3)**

**WHEREAS, unregulated high tech smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system. After testing a number of e-cigarettes from two leading manufacturers, the Food and Drug Administration (FDA) determined that various samples tested contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA's testing also suggested that"quality control processes used to manufacture these products are inconsistent or non-existent." (8)**

**WHEREAS, electronic cigarettes are known to have caused serious injury from explosion of their rechargeable lithium batteries (9)**

**WHEREAS tobacco use in and around these recreational areas creates conflicting circumstances of young people being encouraged by adults to do things beneficial for their health, while at the same time they observe adults and older youth using tobacco and smoking products and/or are adversely affected as the result of exposure to secondhand smoke and spit saliva; and**

**WHEREAS tobacco- free recreation and play encourages positive tobacco-free role modeling for youth and supports the process of changing social norms around smoking and tobacco use; and**

**WHEREAS tobacco use, exposure to secondhand smoke and exposure to tobacco saliva spit are clearly contrary to enhancing the quality of life and providing safe environments; and(7)**



**WHEREAS** the City of Manistee cares deeply about promoting the good health and quality of life for its citizens and visitors,

**THEREFORE** the use of tobacco is harmful to the health of both adults and children, and sets an unhealthy example for the youth and children of the City of Manistee. The use of tobacco or smoking device in any form is hereby prohibited in all designated outdoor recreation child play areas owned by the City of Manistee with enforcement by signage.

\_\_\_\_\_  
Mayor Colleen Kenny

\_\_\_\_\_  
Dated

ATTEST:

\_\_\_\_\_  
Mary Bachman, Deputy City Clerk

\_\_\_\_\_  
Dated

1 Centers for Disease Control and Prevention, Tobacco Use; "Targeting the Nation's Leading Killer: At A Glance 2010". Retrieved 5/11/2010, <http://www.cdc.gov/chronicdisease/resources/publications/aag/osh.htm>.

2 Surgeon General's Report Focuses on the Effects of Secondhand Smoke (June 27, 2006). "Government Studies of Health Effects of Environmental Tobacco Smoke" retrieved 05/11/ 2010, <http://www.tcsq.org/sfelp/health.htm>.  
Prevention & Early Detection, "Questions About Smoking, Tobacco, and Health" retrieved 05/11/2010, [http://www.cancer.org/docroot/PED/content/PED\\_10\\_2x\\_Questions\\_About\\_Smoking\\_Tobacco\\_and\\_Health](http://www.cancer.org/docroot/PED/content/PED_10_2x_Questions_About_Smoking_Tobacco_and_Health).

3 American Chemical Society (2009, December 3). Smokeless tobacco called 'moist snuff' is contaminated with harmful substances, study finds. *ScienceDaily*. Retrieved May 20, 2010, from <http://www.sciencedaily.com/releases/2009/12/091202114038.htm>  
Environmental Health Perspectives: "Human Pathogens Abundant in the Bacterial Matagenome of Cigarettes". Retrieved 05/12/2010, <http://ehp03.niehs.nih.gov/article/fetchArticle.action?articleURI=info:doi/10.1289/ehp.0901201>

4. PEDIATRICS Vol. 125 No. 5 May 2010, pp. 896-899 (doi:10.1542/peds.2009-2835) "Unintentional Child Poisonings Through Ingestion of Conventional and Novel Tobacco Products" Retrieved online 5/18/2010, <http://pediatrics.aappublications.org/cgi/search?sortspec=relevance&fulltext=ingestion+of+smokeless+tobacco+products>

5 The American Association of Poison Control Centers (AAPCC) "*Cigarette Butts Bad, But So Are A Million Other Things*". Retrieved 05/12/2010, [www.forces.org/articles/files/austin-cigbutts.htm](http://www.forces.org/articles/files/austin-cigbutts.htm)

6 Breathe New Hampshire Fact Sheet, "Secondhand Smoke & Pets  
*There is considerable research proving secondhand smoke is harmful for pets*". Retrieved on 05/18/2010, <http://www.breathenh.org/Document.Doc?id=29>

7 Michigan Department of Community Health, Division for vital Records and Health Statistics and Centers for Disease Control and Prevention; "Smoking Attributable Morbidity, Mortality and Economic Costs".(SAMMEC)

8 Food and Drug Administration, *Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by FDA*. July 22, 2009, <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm>; Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at: [www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm](http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm)

9 CBS News. "Electronic Cigarette Explodes in Man's Mouth, Causes Serious Injuries." *CBS News*, February 16, 2012, [http://www.cbsnews.com/8301-504763\\_162-57379260-10391704/electronic-cigarette-explodes-in-mans-mouth-causes-serious-injuries](http://www.cbsnews.com/8301-504763_162-57379260-10391704/electronic-cigarette-explodes-in-mans-mouth-causes-serious-injuries)



# Proposed Signage Samples



## Current Sign at Stronach Park:





## Cindy Lokovich

---

**From:** Jeff Mikula  
**Sent:** Wednesday, July 13, 2016 12:04 PM  
**To:** Cindy Lokovich  
**Subject:** FW: Proposal- City of Manistee Tobacco/Smoke Free Child Play Areas

Jeffrey W. Mikula  
Public Works Director  
City of Manistee

(231) 723-7132 work  
(231) 510-6050 cell

[jmikula@manisteemi.gov](mailto:jmikula@manisteemi.gov)

**From:** Patricia Borucki [<mailto:pborucki@manistee.org>]  
**Sent:** Wednesday, July 13, 2016 11:45 AM  
**To:** Jeff Mikula <[JMikula@manisteemi.gov](mailto:JMikula@manisteemi.gov)>  
**Subject:** Re: Proposal- City of Manistee Tobacco/Smoke Free Child Play Areas

Thanks for your reply Jeff-As it stands it looks as though the city will have no hard cost for the signs if City workers would be able to handle installation. Let me know if that will be possible and I can make progress with Amor Signs in regard to final bid. I am in the process of securing funding for the signs through a grant and will need the exact amount spent.

I'd love to be on the agenda for next Tuesday but our group will not be available to present in July. August 9 or 16 would work on this end.

Really appreciate your follow up on this-let me know if there are further questions and I will forward any updates as well.

On Wed, Jul 13, 2016 at 11:09 AM, Jeff Mikula <[JMikula@manisteemi.gov](mailto:JMikula@manisteemi.gov)> wrote:

I'm trying to get this on the council agenda for next Tuesday. What is the cost to the City?

Jeffrey W. Mikula  
Public Works Director  
City of Manistee

(231) 723-7132 work

(231) 510-6050 cell

jmikula@manisteemi.gov

**From:** Patricia Borucki [mailto:[pborucki@manistee.org](mailto:pborucki@manistee.org)]

**Sent:** Wednesday, June 22, 2016 9:35 AM

**To:** Thad Taylor <[ttaylor@manisteemi.gov](mailto:ttaylor@manisteemi.gov)>; Denise Blakeslee <[dblakeslee@manisteemi.gov](mailto:dblakeslee@manisteemi.gov)>; Jeff Mikula <[JMikula@manisteemi.gov](mailto:JMikula@manisteemi.gov)>; Dave Bachman <[dbachman@manisteemi.gov](mailto:dbachman@manisteemi.gov)>

**Subject:** Proposal- City of Manistee Tobacco/Smoke Free Child Play Areas

Good morning-

My name is Patti Borucki and I am the Great Start Collaborative Coordinator for Manistee County and also represent the Manistee County Live Well Coalition.

I am writing to help begin a discussion regarding a proposal for smoke/tobacco free signage in City of Manistee parks with child play areas.

The goal of this project is to inform and educate the public regarding the impact of tobacco use and allow families in child play areas the opportunity to play in a safe, tobacco free space provided by the city. I would greatly appreciate the chance to gather your input to best prepare for presentation to City Council and address any concerns.

In April, I was able to present to the Parks Commission. The response was very supportive and the Commission moved to recommend the proposal to City Council. The minutes from that meeting, in draft form, are attached.

Please also find the following attached:

\*Proposed signage sample images-12 x 18 in (Logo is customizable)

\*List of City of Manistee parks designated as having Child Play Areas (Supplied by Rob Carson)

\*Estimate from Amor Signs for signs and/or installation.


\*Template sample of a drafted resolution-to be edited to conform to the approval of City Council.

The proposal, as it stands, would involve installing tobacco/smoke free signage at each of the City parks that contain child play equipment. Sports fields would not be included in this phase-though this has been suggested as a second phase. At this time, funds are available for this project through a grant proposal sponsored by the Manistee County Live Well Coalition and will be open to local organizations and business that wish to support.

Lastly, this initiative is currently being presented in the form of a resolution. If the city should decide to consider an ordinance in regard to enforcement, templates and draft language would be available to the Ordinance Committee to move forward.

Please forward any questions, concerns or suggestions upon review. Specifically, any objections or comments regarding the signage and your input on resolution vs. ordinance will help move the process forward. Your time and consideration is greatly appreciated!

 **minutes APRIL 2016.rtf**

 **AmorQuote# 012638 - tobacco free signs.pdf**

# Proposal for Tobacco Free Resolution Adoption and Tobacco Free Signage in City of Manistee Parks with Child Play Areas



Presented by:

Live Well Manistee Coalition

Great Start Collaborative-Manistee County

District Health Department #10



# Proposal for Tobacco Free Resolution Adoption and Tobacco Free Signage in City of Manistee Parks with Child Play Areas

- Proposal Contents
  - Advantages
  - Supportive Data
  - Community Support
  - Proposed Signage
  - Estimate/Secured Funding
  - Proposed City of Manistee Resolution
  - List of Attached Documents





# Advantages to tobacco free child play areas.

## **Advantage #1: Healthy environments for healthy living.**

Secondhand smoke causes heart disease, cancer, respiratory problems, and ear infections and also worsens asthma. Children, older adults, people with special health needs, and pregnant women are particularly vulnerable to the health risks caused by secondhand smoke exposure, even in outdoor environments. Tobacco-free parks and beaches provide families and children healthy environments in which they are not exposed to the health harms of secondhand smoke.

## **Advantage #2: No cigarette butts or other tobacco litter.**

Cigarette and spit tobacco litter is poisonous to children and wildlife. Cigarette butts are the most littered item in the entire country. Americans discard an estimated 175 million pounds of cigarette butts every year.

Studies show that cigarette butts are toxic, slow to decompose, and costly to clean up. Cigarette butts can cause digestive blockages if eaten, and they have been found in the stomachs of fish, birds, and other wildlife. Children routinely pick cigarette butts up and place them in their mouths — putting them at risk for nicotine poisoning. Butts that are not fully extinguished also pose a fire and burn risk.

## **Advantage #3: Walking the talk.**

Michigan has a growing number of tobacco free parks and beaches, each of which demonstrates a healthy, tobacco-free community norm, especially for our youth. Allowing tobacco use in parks, on beaches, and in other recreation areas where youth and families with young children gather sends a dangerous, mixed message about healthy living. Tobacco use is not a behavior that we want to model for the children in our communities. Research shows that tobacco-free parks policies can reduce — and even prevent — tobacco use among youth.

Source: MDHHS; Why Parks and beaches should be tobacco free. Retrieved from [http://www.michigan.gov/mdhhs/0,5885,7-339-71550\\_2955\\_2973-340373--,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2955_2973-340373--,00.html)





# Supportive Data

- ✓ Tobacco use is the #1 cause of preventable death and disease
- ✓ Secondhand smoke (SHS) is a health hazard with no safe level of exposure (U.S. Surgeon General, 2006)
- ✓ SHS Health Impact: respiratory, cardiovascular, cancer, and developmental effects
- ✓ >4,000 chemicals in tobacco smoke, ~60 are carcinogenic
- ✓ Exposure to SHS in outdoor environments has negative health effects-To be completely free from exposure to SHS in outdoor places, a person may have to move nearly 25 feet away from the source of the smoke, about the width of a two-lane road
- ✓ In 2009, American poison control centers received nearly 8,000 reports of children poisoned by the ingestion of cigarettes, cigarette butts, and other tobacco products. Children who ingest cigarette□ butts can experience vomiting, nausea, lethargy, gagging and death
- ✓ Cigarette butts are the most littered item in the United States and have a negative impact on the environment. Cigarette filters, made of plastic cellulose acetate, are not biodegradable and take approximately 15 years to decompose

## Partial List of Michigan Jurisdictions with Smoke Free or Tobacco Free Park and/or Beach Policies

\*City of Traverse City

\*Grand Traverse County

\*Grand Haven Township

\*Village of Middleville

\*Howell

\*Ottawa County

\*Portage

\*Holland Township

\*City of Charlevoix

\*City of Harbor Springs

\*City of Fremont

\*City of Muskegon

\*Hendricks Township (Mackinaw County)

\*Greenville

\*City of Sault Ste. Marie

\*City of Escanaba



# Community Letters of Support

Live Well Manistee Coalition

Department #10

District Health



LIVE  WELL

Mothers of Preschoolers-Manistee



Early On –Early Intervention Services for Ages 0-3



Great Start Collaborative

Early Childhood Collaborative

Manistee County



# Proposed Signage

18"H x 12"W UV Laminate

(See attached Amor Sign Studios Quote for further detail)

# Play



Tobacco Free in Manistee

## PLEASE!

**NO SMOKING OR  
TOBACCO USE IN  
CHILD PLAY AREAS**



Tobacco products include cigarettes, cigars, pipes, electronic smoking devices (e-cigarettes, vaping, etc.), & smokeless tobacco (chew).

*Play Tobacco Free is supported by:*



# Costs and Secured Funding

- Amor Signs Quote

- Commercial Sign Project      \$387.17

Furnish Ten (10) "Tobacco Free" Signs

Dimensions: 18"H x 12"W

- Secured Funding

- Full Funding for signage secured and provided through Live Well Manistee by District Health Department #10's      TenCon Grant aimed at Chronic Disease Prevention.

- City of Manistee-Department of Public Works

- Agrees to provide signage installation upon approval.

# Child Play Area Tobacco Free Signage Proposal

As determined by collaboration of Department of Public Works, approved signage will be installed either on existing signage or an independent post in the following City of Manistee parks with play areas.

## City of Manistee Parks with Child Play Areas

- Douglas Park-First Street Beach
  - Rotary Park
  - First Street Beach Play Area
  - Rocket Park
  - Lighthouse Park
- Fifth Avenue Beach Play Area
- Reitz Park
- Mack Park
- Sands Park
- Duffy Park
- Morton Park

# **Proposed: City of Manistee Smoke and Tobacco Free Outdoor Recreation Child Play Areas Resolution**

**WHEREAS tobacco use is the single most preventable cause of death and disease in the United States, as well as in the City of Manistee, Michigan, leading to more deaths than most other leading causes combined (including AIDS, alcohol, illegal drugs, motor vehicle accidents, firearms, murders, suicides and fires); and (1)**

**WHEREAS secondhand smoke contains many harmful chemicals and cancer-causing agents and is a serious health risk to human beings, especially to infants, children and pregnant women; and (2)**

**WHEREAS cigarette butts may be harmful to children and animals who mistakenly ingest them as evidenced by poison control centers receiving nearly 8,000 reports of children poisoned by the ingestion of cigarette butts; and (4,5,6)**

**WHEREAS chewing tobacco, snuff, or dip (to be referred to as "spit tobacco" in this document) are tobacco products containing many harmful chemicals and cancer causing agents and their use is associated with cancers of the mouth, gums, tongue and throat; and (1)**

**WHEREAS the use of spit tobacco by youth is associated with saliva, or spit, being cast upon the ground, seating areas and other surfaces in recreational areas, resulting in increased risk of non-users being exposed to the bacteria and viruses of a variety of respiratory illnesses; and(3)**

**WHEREAS, unregulated high tech smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system. After testing a number of e-cigarettes from two leading manufacturers, the Food and Drug Administration (FDA) determined that various samples tested contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA's testing also suggested that"quality control processes used to manufacture these products are inconsistent or non-existent." (8)**

**WHEREAS, electronic cigarettes are known to have caused serious injury from explosion of their rechargeable lithium batteries (9)**

**WHEREAS tobacco use in and around these recreational areas creates conflicting circumstances of young people being encouraged by adults to do things beneficial for their health, while at the same time they observe adults and older youth using tobacco and smoking products and/or are adversely affected as the result of exposure to secondhand smoke and spit saliva; and**

**WHEREAS tobacco- free recreation and play encourages positive tobacco-free role modeling for youth and supports the process of changing social norms around smoking and tobacco use; and**

**WHEREAS tobacco use, exposure to secondhand smoke and exposure to tobacco saliva spit are clearly contrary to enhancing the quality of life and providing safe environments; and(7)**



**WHEREAS** the City of Manistee cares deeply about promoting the good health and quality of life for its citizens and visitors,

**THEREFORE** the use of tobacco is harmful to the health of both adults and children, and sets an unhealthy example for the youth and children of the City of Manistee. The use of tobacco or smoking device in any form is hereby prohibited in all designated outdoor recreation child play areas owned by the City of Manistee with enforcement by signage.

1 Centers for Disease Control and Prevention, Tobacco Use; "Targeting the Nation's Leading Killer: At A Glance 2010". Retrieved 5/11/2010, <http://www.cdc.gov/chronicdisease/resources/publications/aag/osh.htm>.

2 Surgeon General's Report Focuses on the Effects of Secondhand Smoke (June 27, 2006). "Government Studies of Health Effects of Environmental Tobacco Smoke" retrieved 05/11/ 2010, <http://www.tcsq.org/sfelp/health.htm>.

Prevention & Early Detection, "Questions About Smoking, Tobacco, and Health" retrieved 05/11/2010, [http://www.cancer.org/docroot/PED/content/PED\\_10\\_2x\\_Questions\\_About\\_Smoking\\_Tobacco\\_and\\_Health](http://www.cancer.org/docroot/PED/content/PED_10_2x_Questions_About_Smoking_Tobacco_and_Health).

3 American Chemical Society (2009, December 3). Smokeless tobacco called 'moist snuff' is contaminated with harmful substances, study finds. *ScienceDaily*. Retrieved May 20, 2010, from <http://www.sciencedaily.com/releases/2009/12/091202114038.htm>

Environmental Health Perspectives: "Human Pathogens Abundant in the Bacterial Matagenome of Cigarettes". Retrieved 05/12/2010, <http://ehp03.niehs.nih.gov/article/fetchArticle.action?articleURI=info:doi/10.1289/ehp.0901201>

4. PEDIATRICS Vol. 125 No. 5 May 2010, pp. 896-899 (doi:10.1542/peds.2009-2835) "Unintentional Child Poisonings Through Ingestion of Conventional and Novel Tobacco Products" Retrieved online 5/18/2010, <http://pediatrics.aappublications.org/cgi/search?sortspec=relevance&fulltext=ingestion+of+smokeless+tobacco+products>

5 The American Association of Poison Control Centers (AAPCC) "*Cigarette Butts Bad, But So Are A Million Other Things*". Retrieved 05/12/2010, [www.forces.org/articles/files/austin-cigbutts.htm](http://www.forces.org/articles/files/austin-cigbutts.htm)

6 Breathe New Hampshire Fact Sheet, "Secondhand Smoke & Pets  
*There is considerable research proving secondhand smoke is harmful for pets*". Retrieved on 05/18/2010, <http://www.breathenh.org/Document.Doc?id=29>

7 Michigan Department of Community Health, Division for vital Records and Health Statistics and Centers for Disease Control and Prevention; "Smoking Attributable Morbidity, Mortality and Economic Costs".(SAMMEC)

8 Food and Drug Administration, *Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by FDA*. July 22, 2009, <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm>; Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at: [www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm](http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm)

9 CBS News. "Electronic Cigarette Explodes in Man's Mouth, Causes Serious Injuries." *CBS News*, February 16, 2012, [http://www.cbsnews.com/8301-504763\\_162-57379260-10391704/electronic-cigarette-explodes-in-mans-mouth-causes-serious-injuries](http://www.cbsnews.com/8301-504763_162-57379260-10391704/electronic-cigarette-explodes-in-mans-mouth-causes-serious-injuries)

## Documents Attached to City of Manistee City Council Packet:

- Letters of Support:
  - Live Well Manistee Coalition
  - DHD #10
  - Early On Intervention
  - MOPS-Mothers of Preschoolers
- Amor Sign Studio Quote for Proposed Signage
- City of Manistee Tobacco and Smoke Free Outdoor Recreation Child Play Areas Resolution Document





April 20, 2016

Dear Local Government Official:

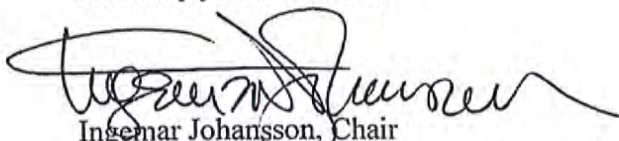
This letter is in support of the Tobacco-free Play Areas/Parks Resolution for the City of Manistee. LiveWell Manistee County is working to create awareness of the benefits of tobacco-free environments to improve the health of our communities.

Cigarette and spit tobacco litter is poisonous to children and wildlife, and discarded cigarette butts are the most common form of litter. Studies show that cigarette butts are toxic, slow to decompose, and costly to remove. Cigarette butts have been found in the stomachs of fish, whales, birds and other marine animals and can cause digestive blockages. Children routinely pick them up and try to place in their mouths. In addition, butts that are not fully extinguished pose a fire and burn risk.

Tobacco-free play areas and parks are important for protecting both health and the environment, and there is growing support for these in our communities. Secondhand smoke causes heart disease, respiratory tract infections, ear infections, and worsens asthma. Children, older persons, those with special health needs, and pregnant women are particularly vulnerable to the health risks caused by secondhand smoke exposure, even in outdoor environments. Recreation for children should not mean having to play among cigarette butts or being exposed to secondhand smoke. Furthermore, tobacco use in outdoor recreation areas is not a behavior we want to model for the children in our communities. Research shows that designated and signed tobacco-free outdoor recreation areas can help prevent or reduce youth tobacco use.

For these reasons, we encourage the City of Manistee to adopt a Tobacco-Free Play Areas/Parks Resolution.

Sincerely yours in health,



Ingemar Johansson, Chair  
LiveWell Manistee County





April 20, 2016

Dear Government Official:

I am writing this letter in support of the Tobacco-free Play Areas/Parks Resolution for the City of Manistee. District Health Department #10 (DHD #10) is committed to promoting and enhancing the health of our communities and environment through protection, prevention and intervention.

Smoking is the number one cause of preventable death and disease in the U.S. and in Manistee County. In the U.S, nearly 500,000 lives each year are lost due to tobacco use. To stop these deaths we need to rapidly eliminate tobacco use. One way is to extend proven programs and policies to make smoking less accessible, less affordable, and less attractive.

According to the DHD #10 Behavioral Risk Factor Survey conducted in Manistee County in 2015, the percentage of adults who smoke in Manistee County is 34.5%, over 1/3 of the adult population. This is much higher than the smoking rate in Michigan of 20%. DHD #10 is working to reduce rates of tobacco use in the jurisdiction through increasing tobacco cessation resources and supporting tobacco-free outdoor recreation areas and other outdoor tobacco-free policies.

One of the best ways to reduce tobacco use rates is to prevent youth from using tobacco. A critical component in addressing youth tobacco use is to create an environment in which tobacco use is not considered the norm in adult society. When children see adults using tobacco in family-friendly places such as parks and playgrounds, they see the behavior as acceptable and are more likely to mimic the behavior.

DHD #10 encourages the City of Manistee to adopt a Tobacco-free Play Areas/Parks Resolution. The use of tobacco is harmful to the health of both adults and children, and sets an unhealthy example for the youth and children of Manistee County.

Sincerely,

Kevin Hughes, Health Officer  
District Health Department #10



**772 E. Parkdale Avenue. Manistee. MI 49660**

**PHONE: (231) 723-6205 FAX: (231) 723-1520** [www.manistee.org](http://www.manistee.org)

Manistee Parks Department  
70 Maple Street  
Manistee MI 49660

April 18, 2016

To Whom It May Concern:

I am writing in support of an initiative of the Great Start Collaborative of Manistee and Patti Borucki to allow the posting of signs in Manistee parks to encourage people visiting the park to refrain from smoking.

I have noticed signage in parks in Manistee Co. and other locations encouraging people entering the park to refrain from smoking and have thought that was a great idea and that they were done very tastefully. I would like to see signage in every park across Manistee and the state with that type of signage.

Most adults know that cigarette smoking causes cancer, contributes to heart disease, high blood pressure, and that secondhand smoke contributes to asthma respiratory illnesses and other health risks, yet they smoke everyday and in front of young children.

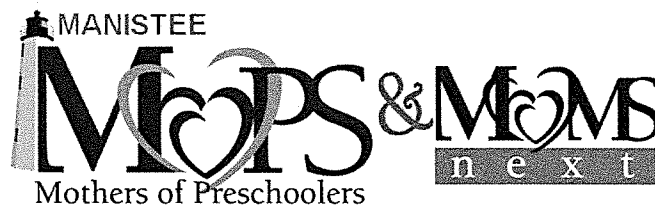
Children learn from and emulate parents and adult behavior. Children pretend at a very young age what they see adults doing, talking on the phone, doing household chores, and being kind or abusive to others and smoking. Young children pick up everything they see and put it in their mouth. Discarded cigarette butts can cause burns, put children at risk for exposure to harmful chemicals and choking. A critical component in addressing youth tobacco use is to create an environment in which tobacco use is not considered the norm in adult society. Nearly 90% of adult smokers began smoking before the age of 18. Every year in Michigan, over 1,740 non-smokers die as a result of exposure to secondhand smoke.

Many adults don't think about how cigarette smoking or tobacco use affects their children, the health of others, cleanliness of public areas, or the environment. However, there are many people that do not smoke that are thinking of all of these things and many other related issues surrounding cigarette smoking. We encourage you to join us.

Parks are about clean air, natural beauty and engaging in healthy activities. I encourage you to take action to help prevent children from being exposed to cigarette smoking and encourage you to join with us to help make smokers more aware of these effects and that we all would like smoke free parks in Manistee.

Sincerely,

Cindy Rozmarek  
Early On Coordinator  
Manistee Intermediate School District



Faith Covenant Church  
475 8<sup>th</sup> Street, Manistee, Michigan 49660

April 15, 2016

To Whom it May Concern:

I am writing this letter on behalf of Manistee MOPS & MomsNext, a group of mothers with young children from the Manistee area. As mothers, we participate in many activities, groups, and events in our area and we often utilize many public resources, including area parks and beaches. Some of our members work with the Great Start Collaborative to host community playgroups – which, during the summer, take place in area parks.

Playing at the park is a time-honored part of growing up. Running and climbing allow children to develop gross motor skills and use muscles that they typically don't get to exercise at school or in the house. Meeting friends and new people at the park allows children to practice their social skills. Public parks are a blessing to our children and our community.

However, we also value the health and safety of our children. Secondhand smoke causes numerous health problems in healthy children and is particularly harmful for those children with asthma, allergies, or other respiratory conditions. Our group is personally familiar with children with allergies and asthma who have been affected by smoking in area parks.

We want all children to be able to benefit from and enjoy this community's parks. That is why we support an initiative to prohibit smoking in public parks and to provide "No Smoking" or other appropriate signage in these public areas.

Thank you for your consideration on this matter.

Sincerely,

Kathryn Sterk  
Coordinator  
Manistee MOPS & MomsNext

Erin Pontiac  
Assistant Coordinator  
Manistee MOPS & MomsNext





MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 9, 2016  
SUBJECT: Micro Surfacing Project



Public Works  
231-723-7132

As approved in the current street budget, Spicer has designed and bid the Micro Surfacing on Major Streets. The project includes the following Major Street segments.

|              |  |
|--------------|--|
| First St     | (Walnut to Pine)                       |
| Eighth St    | (Cherry to Cedar)                      |
| Cherry St    | (1 <sup>st</sup> to 12 <sup>th</sup> ) |
| Division St  | (River to 1 <sup>st</sup> )            |
| Greenbush St | (River to 1 <sup>st</sup> )            |
| Poplar St    | (River to 1 <sup>st</sup> )            |
| River St     | (Jones to Spruce)                      |
| Maple St     | (Memorial to 12 <sup>th</sup> )        |
| Spruce St    | (Water to 8 <sup>th</sup> )            |
| Water St     | (Spruce to Greenbush)                  |
| Lakeshore Dr | (5 <sup>th</sup> Ave to Oakwood)       |
| Monroe St    | (Washington to Oakwood)                |
| Oakwood St   | (Monroe to 5 <sup>th</sup> Ave)        |

The project includes resurfacing of 6.03 miles of streets. The budget contains \$440,000 for this work. The contract also includes restriping the entire Major Street network, we have a separate line item of \$8,000 in this year's budget. This leaves a difference of approximately \$5,600 that can come from our Major St fund.

We have checked with several communities who have constructed micro surfacing utilizing our low bidder Pavement Maintenance Systems, LLC. Each have expressed favorable past experiences and quality products. We are recommending the low bidder.

The project was bid with two options. Option 1 was to complete this summer/fall, Option 2 was to complete by June of 2017. Both contractors bid for 2017 completion, due to heavy workloads.

## AGREEMENT

This agreement is by and between City of Manistee (“Owner”) and  
Pavement Maintenance Systems LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2016 Streets – Preventive Maintenance.

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Bidder agrees that for the Alternate A Bid the work will be substantially complete on or before June 9, 2017, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 23, 2017.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.03 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| <u>Item No.</u> | <u>Estimated<br/>Quantity</u> | <u>Unit</u> | <u>Description</u>                             | <u>Unit Price</u> | <u>Total</u> |
|-----------------|-------------------------------|-------------|--|-------------------|--------------|
| 1               | 1                             | LS          | Mobilization, Max. _____                       | \$14,700.00       | \$14,700.00  |
| 2               | 1                             | LS          | Witness, Log, Layout, Max. _____,<br>\$1000.00 | \$1,000.00        | \$1,000.00   |
| 3               | 114750                        | Syd         | Micro-Surface, Single Cse                      | \$2.62            | \$300,645.00 |
| 4               | 130                           | Ton         | Micro-Surface, Rutfilling                      | \$287.00          | \$37,310.00  |
| 5               | 14.32                         | Lnmi        | Overband Crack Fill, Lane                      | \$3,210.00        | \$45,967.20  |
| 6               | 3436                          | Sft         | Rem Spec Mrkg                                  | \$2.75            | \$9,449.00   |

|                         |        |    |  |          |            |
|-------------------------|--------|----|--|----------|------------|
| 7                       | 40152  | Ft | Pavt Mrkg, Waterborne, 4 inch, Yellow                    | \$0.20   | \$8,030.40 |
| 8                       | 14348  | Ft | Pavt Mrkg, Waterborne, 4 inch, White                     | \$0.19   | \$2,726.12 |
| 9                       | 4134   | Ft | Pavt Mrkg, Waterborne, 6 inch, White                     | \$0.26   | \$1,074.84 |
| 10                      | 40152  | Ft | Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow   | \$0.10   | \$4,015.20 |
| 11                      | 14514  | Ft | Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White    | \$0.09   | \$1,306.26 |
| 12                      | 4134   | Ft | Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White    | \$0.16   | \$661.44   |
| 13                      | 1788   | Ft | Pavt Mrkg, Ovly Cold Plastic, 6 inch Crosswalk           | \$2.20   | \$3,933.60 |
| 14                      | 380    | Ft | Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar          | \$10.00  | \$3,800.00 |
| 15                      | 18     | Ea | Pavt Mrkg, Ovly Cold Plastic, Only                       | \$150.00 | \$2,700.00 |
| 16                      | 10     | Ea | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym          | \$150.00 | \$1,500.00 |
| 17                      | 1      | Ea | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym          | \$150.00 | \$150.00   |
| 18                      | 7      | Ea | Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym | \$200.00 | \$1,400.00 |
| 19                      | 1      | Ea | Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym             | \$140.00 | \$140.00   |
| 20                      | 19     | Ea | Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym            | \$115.00 | \$2,185.00 |
| <b>Pavement Marking</b> |        |    |  |          |            |
| 21                      | 110800 | Ft | Pavt Mrkg, Waterborne, 4 inch, Yellow                    | \$0.09   | \$9,972.00 |

|    |       |    |                                      |               |                 |
|----|-------|----|--------------------------------------|---------------|-----------------|
| 22 | 10050 | Ft | Pavt Mrkg, Waterborne, 4 inch, White | <u>\$0.09</u> | <u>\$904.50</u> |
|----|-------|----|--------------------------------------|---------------|-----------------|

**Total base bid, final completion date of June 23, 2017: \$ 453,570.56**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.



## **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Supplementary Conditions.
6. Affidavit of Compliance-Iran Economic Sanctions Act.
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings as listed on the document title page.
9. Exhibits to this Agreement (enumerated as follows):
  - a. N/A.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **Equal Opportunity**

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/27/16 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Manistee

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

70 Maple Street

\_\_\_\_\_

Manistee, MI 49660

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## NOTICE OF AWARD

---

Date of Issuance: July 19, 2016

Owner: City of Manistee

Owner's Contract No.:

Engineer: Spicer Group, Inc.

Engineer's Project No.: 12092416-036

Project: 2016 Streets – Preventive Maintenance Contract Name:

2016 Streets – Preventive Maintenance

Bidder: Pavement Maintenance Systems LLC

Bidder's Address: 384 Industrial Parkway Drive, Imlay City, MI 48444-1348

### TO BIDDER:

You are notified that Owner has accepted your Bid dated July 11, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2016 Streets – Preventive Maintenance.

The Contract Price of the awarded Contract is: \$453,570.56.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: City of Manistee

---

By: Colleen Kenny  
Title: Mayor

---

By: Michelle Wright  
Title: City Clerk

Copy: Engineer

BIDS FOR: **2016 Street Preventive Maintenance Project**  
**City of Manistee**  
**ALTERNATE A BID**  
 TAKEN ON: **7/11/2016**

BIDDERS>>>>

Pavement Maintenance Systems LLC  
 Imlay City, MI

Strawser Construction Inc.  
 Columbus, OH

| <u>Item No.</u> | <u>Estimated Quantity</u> | <u>Unit</u> | <u>Description</u>  | <u>Unit Price</u> | <u>Total</u>  | <u>Unit Price</u> | <u>Total</u>  |
|-----------------|---------------------------|-------------|---|-------------------|---------------|-------------------|---------------|
| 1               | 1                         | LS          | Mobilization, Max. _____                                  | \$ 14,700.00      | \$ 14,700.00  | \$ 32,500.00      | \$ 32,500.00  |
| 2               | 1                         | LS          | Witness, Log, Layout, Max. _____,<br>\$1000.00            | \$ 1,000.00       | \$ 1,000.00   | \$ 1,000.00       | \$ 1,000.00   |
| 3               | 114750                    | Syd         | Micro-Surface, Single Cse                                 | \$ 2.62           | \$ 300,645.00 | \$ 2.72           | \$ 312,120.00 |
| 4               | 130                       | Ton         | Micro-Surface, Rutfilling                                 | \$ 287.00         | \$ 37,310.00  | \$ 258.00         | \$ 33,540.00  |
| 5               | 14.32                     | Lnmi        | Overband Crack Fill, Lane                                 | \$ 3,210.00       | \$ 45,967.20  | \$ 4,990.00       | \$ 71,456.80  |
| 6               | 3436                      | Sfl         | Rem Spec Mrkg   | \$ 2.75           | \$ 9,449.00   | \$ 3.00           | \$ 10,308.00  |
| 7               | 40152                     | Ft          | Pavt Mrkg, Waterborne, 4 inch, Yellow                     | \$ 0.20           | \$ 8,030.40   | \$ 0.23           | \$ 9,234.96   |
| 8               | 14348                     | Ft          | Pavt Mrkg, Waterborne, 4 inch, White                      | \$ 0.19           | \$ 2,726.12   | \$ 0.23           | \$ 3,300.04   |
| 9               | 4134                      | Ft          | Pavt Mrkg, Waterborne, 6 inch, White                      | \$ 0.26           | \$ 1,074.84   | \$ 0.34           | \$ 1,405.56   |
| 10              | 40152                     | Ft          | Pavt Mrkg, Waterborne, 2nd Application,<br>4 inch, Yellow | \$ 0.10           | \$ 4,015.20   | \$ 0.12           | \$ 4,818.24   |
| 11              | 14514                     | Ft          | Pavt Mrkg, Waterborne, 2nd Application,<br>4 inch, White  | \$ 0.09           | \$ 1,306.26   | \$ 0.12           | \$ 1,741.68   |
| 12              | 4134                      | Ft          | Pavt Mrkg, Waterborne, 2nd Application,<br>6 inch, White  | \$ 0.16           | \$ 661.44     | \$ 0.22           | \$ 909.48     |
| 13              | 1788                      | Ft          | Pavt Mrkg, Ovly Cold Plastic, 6 inch<br>Crosswalk         | \$ 2.20           | \$ 3,933.60   | \$ 2.75           | \$ 4,917.00   |

BIDDERS>>>

Pavement Maintenance Systems LLC  
Imlay City, MI

Strawser Construction Inc.  
Columbus, OH

| <u>Item No.</u>  | <u>Estimated<br/>Quantity</u> | <u>Unit</u> | <u>Description</u>  | <u>Unit Price</u> | <u>Total</u>         | <u>Unit Price</u> | <u>Total</u>         |
|--|-------------------------------|-------------|---|-------------------|----------------------|-------------------|----------------------|
| 14   | 380                           | Ft          | Pavt Mrkg, Ovly Cold Plastic, 24 inch,<br>Stop Bar          | \$ 10.00          | \$ 3,800.00          | \$ 12.00          | \$ 4,560.00          |
| 15   | 18                            | Ea          | Pavt Mrkg, Ovly Cold Plastic, Only                          | \$ 150.00         | \$ 2,700.00          | \$ 165.00         | \$ 2,970.00          |
| 16   | 10                            | Ea          | Pavt Mrkg, Ovly Cold Plastic, Lt Turn<br>Arrow Sym          | \$ 150.00         | \$ 1,500.00          | \$ 165.00         | \$ 1,650.00          |
| 17   | 1                             | Ea          | Pavt Mrkg, Ovly Cold Plastic, Rt Turn<br>Arrow Sym          | \$ 150.00         | \$ 150.00            | \$ 165.00         | \$ 165.00            |
| 18   | 7                             | Ea          | Pavt Mrkg, Ovly Cold Plastic, Thru and Rt<br>Turn Arrow Sym | \$ 200.00         | \$ 1,400.00          | \$ 230.00         | \$ 1,610.00          |
| 19   | 1                             | Ea          | Pavt Mrkg, Ovly Cold Plastic, Thru Arrow<br>Sym             | \$ 140.00         | \$ 140.00            | \$ 155.00         | \$ 155.00            |
| 20   | 19                            | Ea          | Pavt Mrkg, Ovly Cold Plastic, Bike, Small<br>Sym            | \$ 115.00         | \$ 2,185.00          | \$ 130.00         | \$ 2,470.00          |
| <b>Pavement Marking</b>  |                               |             |   |                   |                      |                   |                      |
| 21   | 110800                        | Ft          | Pavt Mrkg, Waterborne, 4 inch, Yellow                       | \$ 0.09           | \$ 9,972.00          | \$ 0.12           | \$ 13,296.00         |
| 22   | 10050                         | Ft          | Pavt Mrkg, Waterborne, 4 inch, White                        | \$ 0.09           | \$ 904.50            | \$ 0.12           | \$ 1,206.00          |
| <b>TOTAL BASE BID, FINAL COMPLETION DATE OF JUNE 23, 2017:</b> |                               |             |   |                   | <b>\$ 453,570.56</b> |                   | <b>\$ 515,333.76</b> |

# Memorandum



TO: Thad Taylor, City Manager

FROM: Denise Blakeslee, Planning & Zoning Administrator

DATE: August 5, 2016

RE: Master Plan

Denise Blakeslee  
Planning & Zoning  
Administrator  
70 Maple Street  
Manistee, MI 49660  
231.398.2805  
dblakeslee@manisteemi.gov  
www.manisteemi.gov

Thad, the Planning Commission has been working on developing a new Master Plan since 2013. The Commissioners used public input from a Visioning Session, an Online Survey and Charrette to develop the plan. In 2015 the City contracted with the County Planning Department to complete the plan. On April 7, 2016 the Planning Commission reviewed the final draft of the plan and after a few changes on May 5, 2016 the Planning Commission submitted the Plan to City Council for review/comments. On May 17, 2016 Council approved distribution of the plan and by resolution asserted its right to approve or reject a Master Plan approved by the Planning Commission.

On May 18, 2016 the Plan was released for the 63 day review and comment period and the public hearing was noticed. On July 7, 2016 the public hearing was re-advertised. After the public comment period was concluded changes were made to the plan from the input received and a copy of the updated plan along with the list of changes were posted on the City Web Page, Facebook page, and updated copies were available at the City Clerk's office and Library. The changes are reflected on page 3 of the August 4, 2016 Planning Commission Meeting Minutes.

The Planning Commission held a public hearing on August 4, 2016. One comment during the Public Hearing from Ron Stoneman, Superintendent Manistee Area Public Schools results in adding language to the plan for the Michigan Great Lakes Virtual Academy under Section 2:10 Schools and Education which reads: *...A Virtual Academy is also available in the form of the Michigan Great Lakes Virtual Academy (MGLVA). This is an online public school authorized by Manistee Area Public Schools for grades K-12. MGLVA is known for helping students become self-motivated learners. The rigorous curriculum includes art, music, world languages, and career and technical education courses. Students can participate in a dual-enrollment program, allowing them to earn college credits while in high school.*

The Planning Commission adopted a resolution approving the proposed new City of Manistee Master Plan as submitted for and revised pursuant to the public hearing, including all of the text, charts/tables, maps and descriptive and other matter therein intended by the Planning Commission to form the complete Master Plan, including the City of Manistee Future Land Use Map, and recommending final approval/adoption of same by the City Council.

Rob has provided a final draft of the plan for adoption by City Council that has been posted under Latest News on the City Web Page.

Attached is a copy of the meeting minutes from the Public Hearing/Meeting and a resolution that has been prepared for City Council's consideration.





**RESOLUTION**  
**Approving new City of Manistee**  
**Master Plan**

At a regularly scheduled meeting of the City of Manistee Planning Commission held on August 4, 2016, the following resolution was adopted approving a new City of Manistee Master Plan.

Planning Commissioner Aaron Bennett moved, supported by Planning Commissioner Maureen Barry, the adoption of the following resolution:

**WHEREAS**, the Michigan Planning Enabling Act (MPEA) authorizes Municipal Planning Commissions to prepare a "Master Plan" pertinent to the future development of the municipality; and

**WHEREAS**, the City of Manistee Planning Commission has prepared a draft Master Plan for the City of Manistee to update and replace the 2002 City of Manistee Master Plan; and

**WHEREAS**, on May 17, 2016 the City Council approved the distribution of the draft Master Plan to the general public and various entities as required by the MPEA, for review and comment purposes; and

**WHEREAS**, the proposed new City of Manistee Master Plan was made available to the various entities and general public as required by the MPEA, and a public hearing thereon was held by the Planning Commission on August 4, 2016, to further consider comments and several minor revisions that were made to the plan from the review and comment period and at the public hearing to the proposed Master Plan; and

**WHEREAS**, the Planning Commission finds the proposed Master Plan as submitted for and revised pursuant to the public hearing is desirable and proper, and furthers the land use and development/preservation goals and strategies of the City of Manistee;

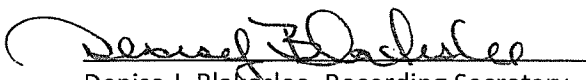
**NOW, THEREFORE**, the City of Manistee Planning Commission hereby resolves to approve the proposed new City of Manistee Master Plan as submitted and revised pursuant to the public hearing, including all of the text, charts/tables, maps, and descriptive and other matter therein intended by the Planning Commission to form the complete Master Plan, including the City of Manistee Future Land Use Map, and recommend final adoption of same by the City of Manistee City Council.

**CITY OF MANISTEE PLANNING COMMISSION:**

|             |   |
|-------------|---|
| AYES:       | Wittlieff, Fortier, Barry, Bennett, Yoder |
| ABSTAINING: | None                                      |
| NAYS:       | None                                      |
| ABSENT:     | McBride, Walker                           |
| MOTION:     | CARRIED                                   |

**CERTIFICATION:**

I, Denise J. Blakeslee, Recording Secretary of the City of Manistee Planning Commission certify that the foregoing resolution was adopted by a majority of the members of the City of Manistee Planning Commission by a roll call vote at a regular meeting of the Commission held on August 4, 2016 in compliance with the Open Meetings Act.

  
Denise J. Blakeslee, Recording Secretary

# **CITY OF MANISTEE PLANNING COMMISSION**

70 Maple Street  
Manistee, MI 49660

## **MEETING MINUTES**

August 4, 2016

A meeting of the Manistee City Planning Commission was held on Thursday, August 4, 2016 at 7pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 7:00 pm by Chair Yoder

### **Roll Call:**

Members Present: Maureen Barry, Aaron Bennett, Ray Fortier, Mark Wittlieff, Roger Yoder

Members Absent: Marlene McBride, Gabriel Walker,

Others: Ron Stoneman (Superintendent Manistee Area Public Schools), James Smith (City Council), Glenn Zaring (321 Fifth Street), Rob Carson (County Planner), Denise Blakeslee (Planning & Zoning Administrator) and others

### **APPROVAL OF AGENDA**

Motion by Ray Fortier, seconded by Aaron Bennett that the agenda be approved as prepared.

With a Roll Call vote this motion passed 5 to 0.

Yes: Barry, Bennett, Fortier, Wittlieff, Yoder  
No: None

### **APPROVAL OF MINUTES**

Motion by Aaron Bennett, seconded by Ray Fortier that the minutes of the June 2, 2016 Planning Commission Meeting be approved with a correction on the spelling of Yoder under approval of Minutes.

With a Roll Call vote this motion passed 5 to 0.

Yes: Fortier, Barry, Bennett, Wittlieff, Yoder  
No: None

### **PUBLIC HEARING**

Chair Yoder opened the Public Hearing at 7:03 pm

Rob Carson, County Planner presented the Master Plan to the public in attendance. Denise Blakeslee, Planning and Zoning Administrator assisted with comments. The presentation included:

#### **Background**

- 2013 work began on new Master Plan
- November 2013 Visioning Session
- 2014 Online Survey
- 2015 Contacted with County Planning Department
- October 2015 Final Public Input Session/Charrette
- November 2015 Developed Goals and Tasks
- April 2016 Planning Commission final review of Plan
- May 5, 2016 Plan submitted to City Council for review/comments
- May 17, 2016 Council approved distribution of plan
- May 18, 2016 Plan released for 63 day review and comment period/noticed public hearing
- July 7, 2016 Re-advertised public hearing in News Advocate
- August 4, 2016 Public Hearing

#### **Previous Plans/Manistee County Plans**

##### **Components of the Plan**

- Community Enrichment and Social Patterns
- Natural Recreational and Cultural Features
- Community Enrichment
- Land Use
- Central Business District
- Waterfront
- Transportation
- City Services
- Schools and Education
- Guiding Ideas for Plan Development
- Community Input

##### **Goals, Future Land Use and Implementation**

- Goals and Tasks
- Action Plan
- Future Land Use Plan (Categories)
  - Residential
  - Commercial
  - Industrial
  - Other Districts
    - US 31 Corridor
    - Wellhead Protection Overlay District
- Zoning Plan
  - Relationship to the Master Plan
  - Opportunities/Rezoning
  - Form Based code Consideration
  - Existing Zoning
    - Residential Districts
    - Commercial Districts

- Mixed Use Districts
- Industrial Districts
- Overlay Districts
- Comparative Analysis of Future Land Use and Existing Zoning

**Review and Comment Period (63 Days May 18 – July 19)** – Input received from Kurt Schindler and Glenn Zaring resulting in additions/changes to the plan as follows:

**Kurt Schindler**

- Component needed to address the need to attract population growth to Manistee
  - *Added Section 2.2.3 Population Growth in a new Economy*
- No mention or recognition of the Prosperity Regional Planning (Grand Vision for the 10 county NW Michigan).
  - *Added Section 2.1.4 Regional Prosperity Initiative*

**Glenn Zaring**

- Error on Page 39....reference to 'Commercial' being from Maple West on River
  - *CORRECTED TO READ: The majority of the Central Business District contains what is considered "Downtown Manistee" and is located on River Street...*
- The DDA section is frustrating me as there are some excellent points/plans in there....most of which the DDA is ignoring. Anyone addressing this?
  - No changes made to the plan
- 2.10 on Schools. Narrative does not mention Casman Academy...
  - *CHANGED TO READ: The City of Manistee is contained within the Manistee Area Public School District as displayed on map 2.15. Four of the five Manistee Area Public Schools are located in the City of Manistee. CASMAN Alternative Academy located in the City if the only public charter school in Manistee County and offers a rigorous curriculum and high teacher to student ratio...*
- A residential property that should have been labeled multi-family and wasn't. SE corner of 5th Street and Maple.
  - *Corrected on Current Land Use Map*
- 2.11.3.3 Up to this point no reference to the Little River Band of Ottawa Indians.
  - *2.3.4 Cultural and Historical Features - CHANGED TO READ: Manistee is rich in History, the Little River Band of Ottawa Indians historically settled the area along the Manistee River and south to the Muskegon River where they actively trapped, hunted and raised agricultural crops sustaining their people. The 1836 Treaty of Washington established a 70,000 acre reservation which extended from the shores of Lake Michigan from the southern end of the City of Manistee north to the Bar Lake Outlet and then east to the Pine River and what is now known as Tippy Dam Pond. The LRBOI are intricately linked to the region and the City of Manistee; more detailed information on the Tribal history, journey and current status as a large employer to the region can be found through the following link: <https://lrboi-nsn.gov/>*

The Master Plan was updated with the comments from Mr. Schindler and Mr. Zaring. The list of changes and a copy of the updated plan were posted on the City Web Page on July 22, 2016, on the City Facebook Page, and copies were made available at the City Clerk's office and Library. The changes were also noted in a newspaper article on July 26, 2017.



The next steps are:

- The Planning Commission adopts the plan with the recommend that City Council approve the plan.
- The plan is sent to City Council for their final consideration.
- City Council adopts the plan.

Chair Yoder opened the hearing for public comments.

**Ron Stoneman, Superintendent Manistee Area Public Schools** – asked that the Michigan Great Lakes Virtual Academy be added to the school section of the plan.

**James Smith, City Council** – thanked the Planning Commission for their time and energy to develop the plan. He said it is a remarkable document.

**Glenn Zaring, 321 Fifth Street** - Mr. Zaring was part of the 2006 Envision process and complemented the commission on a good workable guide for the community.

Chair Yoder asked if any additional correspondence had been received in response to the request

August 2, 2016 letter received from Dee Dee Miller, 3921 Lakeshore Drive (attached)

Mr. Carson noted that the plan does address beautification and landscaping, maybe not with specific locations outside of identifying land use districts. The pieces are in place in the plan to implement beautification improvements within the City. He also spoke of the goals and tasks and how the commercial zoning standards can address part of the concerns expressed for development that requires new permits. A new US 31 Corridor Plan is being developed that will look at the entire US 31 Corridor.

There were no more additional comments; the Public Hearing was closed at 7:30 pm.

#### **PUBLIC COMMENT ON AGENDA RELATED ITEMS**

None

#### **NEW BUSINESS**

##### **Adoption of Master Plan**

A Public Hearing was held earlier by the Planning Commission on the proposed Master Plan. The commissioners received a copy of the public comment/input and revisions made to the plan in response to the comments prior to the meeting.

Motion by Aaron Bennett, seconded by Maureen Barry that the Planning Commission adopt a resolution approving the proposed new City of Manistee Master Plan as submitted for and revised pursuant to the public hearing, including all of the text, charts/tables, maps and descriptive and other matter therein intended by the Planning Commission to form the complete Master Plan, including the City of Manistee Future Land Use Map, recommending final approval/adoption of same by the City Council with the inclusion of language for the Michigan Great Lake Virtual Academy added Section 2:10 Schools and Education of the plan.

With a Roll Call vote this motion passed 5 to 0.

Yes: Wittlieff, Fortier, Barry, Bennett, Yoder  
No: None

#### **OLD BUSINESS**

None

#### **PUBLIC COMMENTS AND COMMUNICATIONS**

None

#### **CORRESPONDENCE**

None

#### **STAFF/SUB-COMMITTEE REPORTS**

**Denise Blakeslee, Planning & Zoning Administrator** – Staff has been working on a list of redevelopment sites for the Annual meeting with Council and Boards and Commission. Ms. Blakeslee reviewed the list and Commissioners were asked to review the list of properties, drafted vision statements and list additional properties they feel should be included in the list. They will bring this information back for the September meeting.

The Commissioners were given a copy of the Policy and Procedure for the Sale of City Owned Property and were asked if the Planning Commission had any objections for the City to market and sell Lots 12 & 13 in the Industrial Park. The City has received interest in the property and has discussed the desire to market the property.

**MOTION** by Mark Wittlieff, seconded by Maureen Barry that the City of Manistee Planning Commission approves the marketing and sale of Lots 12 & 13 in the Industrial Park.

With a Roll Call vote this motion passed 5 to 0.

Yes: Wittlieff, Fortier, Barry, Bennett, Yoder  
No: None

They are offering Citizen Planner Training and the commissioners who have not previously taken the course were given information on the workshop.

Ms. Blakeslee thanked the Commissioners for all of their work on the Master Plan.



### **Sub-Committee**

The Site Plan Review Committee met on June 17, 2016 in response to the City of Manistee to install three public shade shelters at Fifth Avenue Beach. The Committee approved the request and a Land Use Permit was issued. Commissioners received a copy of the meeting minutes in their packets.

The Site Plan Review Committee met on June 30, 2016 in response to a request from Robert & Laura Horvat, 224 Arthur Street to construct an accessory building. The Committee approved the request and a Land Use Permit was issued. Commissioners received a copy of the meeting minutes in their packets

### **MEMBERS DISCUSSION**

Commissioners thanked Ms. Blakeslee for her work on the Master Plan.

The next regular meeting of the Planning Commission will be held on Thursday, September 1, 2016

### **ADJOURNMENT**

Motion by Ray Fortier, seconded by Mark Wittlieff that the meeting be adjourned. MOTION PASSED UNANIMOUSLY.

Meeting adjourned at 7:55 pm

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MANISTEE PLANNING COMMISSION

---

Denise J. Blakeslee, Recording Secretary



**To the City of Manistee Planning and Zoning Commission,**

I would like to suggest the beautification of the Entrance Corridor to Manistee at River Street and US 31.

The 3 buildings in question are the empty Gas Station (NE Corner), the Chamber of Commerce building on the NE side of US 31 next to the river, and the Building set back on the NW Corner of River Street and US 31.

All of these buildings create and vision/ atmosphere of economic depression for the visitors or travelers passing through Manistee. A stand of Evergreen and Spruce trees would be more welcoming to our Lake Michigan Community than what is there now.

I realize that these are commercial properties and have financial value; so it is difficult to require curb appeal. But this is a Zoning issue too. An Architectural Review Committee could be established for all buildings on the Entrance Corridor of Manistee from here forward. The Future is what this Planning and Zoning Commission is all about.

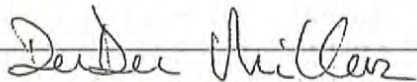
Economic growth is predicated on many things but having a Community that is attractive and inviting visually always helps.



Green space allows us to relax and imagine. Especially after leaving the densely populated cities of our country. Manistee has a very attractive downtown. We would all like to see it prosper. I do believe that the Entrance to our city is important.

What is the saying: " You only have one chance to make a good first impression." So let us make a great "First Impression" for Manistee.

Best Regards,

A handwritten signature in cursive script that reads "Dee Dee Miller".

Dee Dee Miller  
3921 Lakeshore Drive  
Manistee MI 49660

July 28, 2016



**RESOLUTION**  
**City Council Resolution Approving**  
**New City of Manistee Master Plan**

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ the following Resolution was adopted:

**WHEREAS**, on August 4, 2016 the City of Manistee Planning Commission held a public hearing on the proposed new City of Manistee Master Plan to update and replace the 2002 City of Manistee Master Plan, in accordance with all applicable procedures set forth in the Michigan Planning Enabling Act (MCL 125.3801 Et. Seq.); and

**WHEREAS**, to pursuant to the public hearing and further discussion at its regular meeting on August 4, 2016 the City of Manistee Planning Commission on that date adopted a resolution approving the proposed new City of Manistee Master Plan as submitted for and revised pursuant to the public hearing, including all of the text, charts/tables, maps and descriptive and other matter therein intended by the Planning Commission to form the complete Master Plan, including the City of Manistee Future Land Use Map, and recommending final approval/adoption of same by the City Council; and

**WHEREAS**, the City of Manistee City Council has previously by resolution asserted its right to approve or reject a Master Plan approved by the Planning Commission; and

**WHEREAS**, City Council has reviewed the proposed new Master Plan approved by the Planning Commission; and now desires to formally express its approval of same;

**NOW, THEREFORE BE IT RESOLVED** the City of Manistee, City Council hereby resolves to approve and adopt the new City of Manistee Master Plan as approved and recommended to the City Council by the Planning Commission on August 4, 2016, including the Future Land Use Map incorporated there in, as an update and replacement of the existing 2002 City of Manistee Master Plan, effective this August 16, 2016.

\_\_\_\_\_  
Colleen Kenny, Mayor                      Dated

ATTESTED:

\_\_\_\_\_  
Mary Bachman, Deputy City Clerk      Dated

MEMO TO: Mayor Colleen Kenny  
Manistee City Council

FROM: Thad N. Taylor, City Manager *mt*

DATE: August 10, 2016

SUBJECT: LRSB Grant Applications, 2016 Cycle II



**City Manager's Office**  
**231-398-2801**

---

The deadline for submitting Local Revenue Sharing Board (LRSB) grant applications for 2016 Cycle II is September 2. Unfortunately, the City did not receive the information packet until August 8, leaving staff insufficient time (less than 48 hours) to complete an application, have it placed on the August 16 agenda for Council's consideration, and if authorized, submit by the deadline.

I'm certain that several department directors were planning on submitting grant applications and want to afford them that opportunity. To that end I am asking Council to allow department directors to give verbal reports, in lieu of written reports, on the grants they would like to submit. There would be sufficient information provided verbally for Council to make an informed decision on whether or not to authorize staff to submit a grant(s) and allow the grants to be submitted by the deadline.

If Council is agreeable to this idea, the written applications would be provided to Council prior to the application deadline.

I recommend that given this particular situation, Council authorize staff to submit grant requests based on verbal reports.

TNT:cl



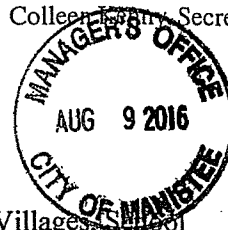
# MANISTEE LOCAL REVENUE SHARING BOARD

c/o Manistee County Controller/Administrator's Office  
415 Third Street • Manistee, MI 49660  
Telephone: (231) 398-3500 • Fax: (231) 723-1795

## MEMORANDUM

### MEMBERS:

Dennis Bjorkquist, Chairperson  
Ken Hilliard, Vice-Chairperson  
Colleen Esty, Secretary



TO: All Manistee County Local Units of Government (County, Townships, City, Villages, School Districts, Intermediate School District, Community College, and Charter School)

FROM: Thomas D. Kaminski, Local Revenue Sharing Board Administrative Support

DATE: August 4, 2016

RE: Grant Applications 2016 - Cycle II

A handwritten signature in black ink, appearing to read "T. D. Kaminski", written over the "FROM" line of the memorandum.

### IMPORTANT DATES AND ITEMS:

**FRIDAY, SEPTEMBER 2, 2016, at 5:00 P.M. Grant Application Deadline.**  
Manistee County Controller/Administrator's Office,  
Courthouse, 415 Third Street, Manistee, Michigan 49660.

**GRANT APPLICATION FORM ENCLOSED.**

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Pursuant to previous practice, the 2016 Cycle II grant application deadline has been set for Friday, September 2, 2016, at 5:00 P.M. This deadline means that all interested local units of government must submit an application by this date to be considered eligible to receive a portion of available funds. A minimum of 12.5% will be distributed for Public Safety purposes.

**ENCLOSED FOR YOUR INFORMATION IS THE GRANT APPLICATION FORM (REVISED DECEMBER 4, 2008).** THE REVENUE SHARING BOARD HAS MADE IT MANDATORY THAT YOU USE THIS NEW FORM. Any applications submitted on the old form will be returned to the applicant for completion on the new form. Please give special attention to the following:

- 1) All Applications must be in a typewritten format.
- 2) Each individual Application must be submitted on a separate application form.
- 3) Each Applicant must submit five (5) copies of each completed application form.
- 4) All applications **MUST** be filled out complete.  
(All applicants required to complete questions 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 16, & 17. All other questions to be completed depending upon grant category).
- 5) All applications **MUST** be approved by the Governing Body of the entity with the signature of the Governing Board Chairperson.
- 6) All applications must be submitted by a government entity.

Any applications that do not meet these requirements will be **REJECTED**. These rules will be strictly enforced.

Each application must be filed no later than Friday, September 2, 2015, at 5:00 P.M. to remain eligible for grant consideration. All applications must be submitted to the Manistee County Controller/ Administrator's Office, Manistee County Courthouse, 415 Third Street, Manistee, MI 49660. The grant application envelope should be plainly marked "Revenue Sharing Board Grant Application". This deadline applies only to the 2016 Cycle II distribution of funds. It is important to note that applications previously submitted, which were not funded, must be updated and resubmitted in order to be considered for funding.


The enclosed grant application is being provided to you as a representative of your individual local unit of government. If there are sub-units of your government, such as fire departments, planning commissions, etc., you feel may be interested in submitting an application for funding, please provide them with a copy of the application form and the important dates indicated in this memorandum. It is especially important that each sub-unit be made aware of the grant application deadline date of **September 2, 2016 at 5:00 P.M.** Grant application forms are also available on the Manistee County website ([www.manisteecountymi.gov](http://www.manisteecountymi.gov)).

On June 13, 2016, the Local Revenue Sharing Board authorized distribution of the following grant funds:

**Public Safety Grants:**

- A) \$35,200 – Awarded to Bear Lake School District, 7748 Cody Street, Bear Lake, MI 49614; Kaleva Norman Dickson School District, 4400 High Bridge Road, Brethren, MI 49619; Manistee Area Public Schools, 550 Maple Street, Manistee, MI 49660; Onekama School District, 5016 Main Street, Onekama, MI 49675; and Casman Academy, 225 Ninth Street, Manistee, MI 49660; ATTN: Donna Korzeniewski, Human Resources Coordinator/Transportation Supervisor, to assist with purchasing a video intercom access system for each of the school districts.**
- B) \$9,000 – Awarded to Bear Lake Township, ATTN: Vern Best, Township Supervisor, and Sean Adams, Fire Chief, P.O. Box 187, Bear Lake, MI 49614, to assist with purchasing 12 SCBA MSA carbon fiber bottles 2216psi for the Township Fire Department.**
- C) \$5,000 - Awarded to the City of Manistee, ATTN: Thad Taylor, City Manager, and David Bachman, Director of Public Safety, 70 Maple Street, Manistee, MI 49660, to be used as matching funds for a grant from FEMA to purchase JAWS-type cutting tools and a LUCAS automatic CPR device for the City Fire Department.**
- D) \$3,050 - Awarded to the City of Manistee, ATTN: Thad Taylor, City Manager, and Jeffrey Mikula, Public Works Director, 70 Maple Street, Manistee, MI 49660, to purchase 15 swim buoys.**
- E) \$7,000 – Awarded to Cleon Township, ATTN: Jeff Stanton, Township Supervisor, 16505 Imhoff Drive, Copemish, MI 49625, to purchase ten new replacement cylinders for self-contained breathing apparatus for the Township Fire Department.**
- F) \$9,000 – Awarded to Cleon Township, ATTN: Jeff Stanton, Township Supervisor, 16505 Imhoff Drive, Copemish, MI 49625, to purchase refurbished hydraulic extrication components for the Township Fire Department.**
- G) \$2,000 – Awarded to Cleon Township, ATTN: Jeff Stanton, Township Supervisor, 16505 Imhoff Drive, Copemish, MI 49625, to purchase a new 3500 watt portable electric generator for the Township Fire Department.**
- H) \$5,000 - Awarded to Manistee County, ATTN: Thomas Kaminski, County Controller/Administrator, and Cameron Clark, Director of Youth Services, 415 Third Street, Manistee, MI 49660, to create a juvenile diversion program in the 19<sup>th</sup> Circuit Court Family Division.**
- I) \$1,179.50 – Awarded to Manistee County, ATTN: Thomas Kaminski, County Controller/Administrator, and Andrew Ambrose, Det. Lt. Michigan State Police, 415 Third Street, Manistee, MI 49660, to purchase seven Overt Carry Systems for the SSCENT Narcotics Team.**

MEMO TO: Mayor Colleen Kenny  
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: August 11, 2016

SUBJECT: Manistee Township Water Agreement



City Manager's Office  
231-398-2801

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City staff had several meetings with the Manistee Township committee to discuss the remaining issue relative to the water agreement; the connection of commercial properties. Initially the Township only wanted residential properties to be excluded from immediate and mandatory connection. Now the Township wants commercial properties to be treated the same as residential properties.

The City and Township agreed on new language, redlined on page two of the agreement, as follows:

**Provided further that commercial premises within the Service Area shall be required to connect to and use the Water System under any of the following: (i) the wells need repair, replacement or improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, and (ii) any premises for which a building or occupancy permit or certificate is first granted after the date of this Agreement. No new well shall serve any premises in the Service Area that is located within 200 feet of any Water System line.**

The language for commercial properties is similar to the language for residential properties. The language for residential and commercial properties is compliant with State law. As a result of the extended negotiations the dates for changes to the PILT payments, as noted on page 6, were moved back one year. No other changes were made. The Manistee Township Board agreed with the changes and approved the proposed agreement on August 11, 2016. I recommend that Council approve the water agreement with Manistee Township.

TNT:cl

## WATER SERVICE AGREEMENT

This Water Service Agreement is made as of \_\_\_\_\_, 2016, between the City of Manistee, a Michigan municipal corporation, the address of which is 70 Maple Street, Manistee, MI 49660 (the "City"), and the Township of Manistee, a Michigan general law township, the address of which is 410 Holden Street, Manistee, MI 49660 (the "Township").

### RECITALS

- A. The City owns and operates a public water supply system (the "Water System").
- B. The Township requested City water service to potential users in an area of the Township depicted on the attached Exhibit A.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement the parties agree:

1. Definitions. The following definitions should apply unless the context indicates another or different meaning:

- A. "Rate Methodology" means the method of establishing rates and charges for Water System Users in the Township as described in the Rate Study.
- B. "Service Area" means the Service Area identified on the attached Exhibit A as amended from time to time.
- C. "Service Area User" means a user of water service supplied by the Water System within the 2015 Service Area pursuant to this Agreement.
- D. "Single-family residence" means a building constructed and occupied as a single residential dwelling unit.
- E. "User" means a premises, individual, entity or other using water from or connected to the Water System.
- F. "Water System" or "System" means the City's water supply system, including wells, intakes, treatment works, pumps, towers, booster stations, valves, mains, pipes, control and monitoring equipment, and other facilities and appurtenances.

2. Provision of Water Service.

- A. Except for parcels and premises already served by another public water supply system and for additional premises owned by The Little River Band of Ottawa Indians that may also be connected to another public water system, the City shall be the exclusive provider of public water supply services in the Township. With the exception of those parcels and premises addressed in the preceding sentence, the Township shall not provide or allow any other person or entity to provide public water service, directly or indirectly, to any premises, person or entity in the Township, and shall not provide any franchise or consent for such service, without the City's prior written consent.
- B. The City shall supply Water System water directly to Service Area Users on a retail basis in accordance with this Agreement, subject to exceptions in Section 2.D. Those parcels and premises served under prior agreements between the City and the owners of those parcels and premises shall be served as provided in those agreements until all parties to those prior agreements agree in writing to their modification.
- C. Except as otherwise provided in this subsection or as otherwise provided in a prior agreement as described in paragraph 2.B above, the Township shall, within 120 days of the date of this Agreement, adopt and enforce an ordinance compelling premises on any parcel located within the Service Area which parcel is within 200 feet of any Water System line within the Service Area to connect to and use the Water System for all water needs, provided that single-family residences shall be required to connect to and use the Water System only in accordance with the following: Owners of single-family residences with properly operating and legally installed wells may be permitted to continue use of those wells until the first occurrence of any of the following: (i) the wells need repair, replacement or



improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, or (ii) the residence is converted to use other than as a single family residence. Provided further that commercial premises within the Service Area shall be required to connect to and use the Water System under any of the following: (i) the wells need repair, replacement or improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, and (ii) any premises for which a building or occupancy permit or certificate is first granted after the date of this Agreement. No new well shall serve any premises in the Service Area that is located within 200 feet of any Water System line.

D. The terms of this agreement shall not apply to customers with existing water service agreements with the City. Those users of services of the Water System shall remain subject to those prior contracts until all parties to those prior contracts agree in writing to their modification in accordance with paragraph 16.

E. Except as otherwise provided in subsection 16.D, the parties intend that all Water System water provided to any users in the Township will ultimately be provided pursuant to a single agreement when other agreements can be amended or replaced.

3. Supply of Water. The City shall deliver potable water to the Service Area Users in the Service Area of the similar quality and similar pressure as that provided a water user in the City subject to such limitations and exceptions as are otherwise provided in this Agreement. Regardless of the previous sentence, except as otherwise required by law, the City shall not be responsible for a temporary water loss, temporary water service disruption, temporary water pressure reductions, or temporary excessive pressure and shall under no circumstance be responsible for any such occurrence arising from an emergency or other reasonably unanticipated or uncontrollable event. Notwithstanding the previous sentence, the City shall maintain and repair lines within the Township with the same degree of diligence it provides customers within City limits.

4. Conditions of Service.

A. The owners of parcels in the Service Area that desire or are required under this Agreement to connect to and use the Water System shall pay the full cost of extending mains and service leads to a curb stop to be installed at their property lines and the full cost of extending service from the curb stop at their property line to the structures being served. This includes, but is not limited to, any costs needed to bore and jack or directionally drill a service lead to a main on the other side of a right-of-way.

B. The System will retain ownership of all water mains and service leads to and including the curb stop and Users will own the service leads from the curb stop to the structure.

C. All connections to the System shall be made by licensed contractors in accordance with City specifications and shall be inspected by a City inspector or an inspector designated by the City. The City may adopt ordinance provisions requiring connections to be made by City personnel or persons hired by the City. Regardless of what is required, the User connecting to the System shall bear all of the costs of the connection, at the same rates charged to property owners within the City.

D. All new connections and all upgraded connections (*i.e.*, those increasing usage capacity) within the Service Area shall require payment of a system development charge as provided in the Rate Study.

E. The City, at a standard fee equal to that charged Users in the City, will provide and maintain all meters for measuring water supplied to Service Area Users in accordance with the City's then current ordinances and rules, regulations, and policies. All meters shall be required to have a radio read unit.

F. If a Service Area User's meter fails to accurately measure the water provided to that User's premises, the City shall be notified and the meter shall be promptly repaired or replaced in accordance with City ordinances and policies. Service Area Users shall be subject to the same adjustment policy regarding leaks as City users.

G. The City may, from time to time as needed or convenient, estimate the water supplied to the Service Area User based on a similar period of use or based on use by similar Users.

5. Reading of Meters. For the purpose of determining water usage of Service Area Users the City shall regularly read the meters of the Service Area Users within the Service Area and maintain a record of such readings for review, upon request, by the Service Area User and the Township.

6. Billing and Collection.

A. Service Area Users shall pay all applicable rates, fees and charges as provided in the City's water ordinance and/or schedule of fees, unless subject to an existing contract with the City. This includes, without limitation, readiness-to-serve charges, volume charges, turn-on and turn-off charges, system development charges, interest and other amounts charged because of late payments, and any other fees applicable to User of the System as provided in the City water ordinance, Council resolution, and/or schedule of fees. Where the Rate Study does not identify the applicable rate, fee or charge, the City's water ordinance, Council resolution and/or schedule of fees shall control and the resulting rate, fee or charge shall be the same for Service Area Users and Users in the City.

B. The City shall establish water rates and charges for Service Area Users, for any Users in any expansion of the Service Area, and for an Users whose contracts are modified or terminated as provided in paragraph 16 of this Agreement, using the Rate Methodology in the Rate Study applicable to Users outside the City, unless subject to an existing contract with the City. Rates will be adjusted on an annual basis using the Rate Methodology in the Rate Study. In unusual circumstances such as, for example and not for limitation, the closing of a major user, an unexpected increase in operating costs, or the need to undertake unexpected major repairs due to an extreme weather event or other unforeseen occurrence, rate adjustments may be made part-way through a year. The Rate Study attached as Exhibit B shows the current applicable rate to be 118% of the rate to be paid by Users in the City. The parties understand and agree that the Rate Study and the applicable rate are subject to modification by periodic update through another Rate Study commissioned by the City that utilizes the same rate methodology as is used in the Rate Study. Provided, however, that unless there is significant new Water System infrastructure required to be constructed within the Service Area to serve Service Area Users or there is another compelling reason why rates should be significantly different (such as a subsidy by the City's general fund on behalf of Users in the City), rates for Service Area Users will increase at no greater percentage than rates for Users in the City.

C. Service Area Users shall be billed at the same frequency with the same times allowed for payment as are provided Users in the City. The same late payment requirements, interest, penalties and other consequences shall apply to Service Area Users and to Users in the City.

D. The Township shall adopt such ordinances, resolutions, rules and regulations as and requested by the City to make water fees and charges a lien on the premises served and to authorize and enable the City to directly collect those fees and charges from Service Area Users. The Township shall also place delinquent water fees and charges on the Township property tax bills for the premises served when requested by the City and collect them in the same manner as *ad valorem* property taxes and promptly remit them to the City. The City may discontinue service to any Service Area User due to non-payment of bills in the same manner as it would do so for a User in the City. The applicability of the lien shall be the same for Service Area Users as for Users in the City.

7. Restriction of Water Service and Emergency Discontinuance.

A. If the City is unable during a temporary period of scarcity or emergency to provide water service to Service Area Users in the quantity and/or at the capacity required, the quantity and/or capacity that the City can provide shall be allocated insofar as physically possible during such period to all water Users within the City and all Service Area Users in equitable proportions so that all customers of the Water System are subject to similar restrictions on water service.

B. The City reserves the right to temporarily discontinue water service (a) without notice in times of emergency or (b) upon not less than 24-hours' notice to the affected Service Area Users and the

Township upon the City finding it necessary for purposes of testing, maintaining, repairing, replacing or improving Water System facilities.

C. Upon notification by the City, the Township shall cooperate with the City to ensure Service Area Users comply with any water sprinkling/irrigation restriction that the City shall determine is necessary and that shall apply equally to all similarly situated Users of the Water System and any other restrictions or advisories that may be applicable during or following such periods.

D. The Township waives any and all claims for damages resulting from such restrictions and discontinuance as set forth in this Agreement and agrees to defend, indemnify and hold harmless the City, its Council, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities, and losses of any character or nature whatsoever arising out of or resulting from such restrictions or discontinuance within the Service Areas, but only if such restrictions or discontinuance with the Service Areas are not caused in whole or in part by the negligence of the City, its Council, officers, employees or agents.

8. Consent and Franchise.

A. As provided in Article VII, Section 29 of the Michigan Constitution of 1963, the Township consents to the City's use, without cost to the City, of the rights-of-way in the Township and this Agreement constitutes a franchise, pursuant to Article VII, Sections 19, 29 and 30 of the Michigan Constitution of 1963, for the City to provide water service to any premises in the Service Area according to the terms of this Agreement.

B. Upon the request of the City, the Township shall provide the City, without cost to the City, such easements in Township property or rights-of-way in the Township as are reasonably needed to provide water service to the Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water System facilities in the Township. The Township further agrees, upon request of the City, to assist the City in obtaining any easement or consent over private property within the Township that the City determines is reasonably needed to provide water service to the Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water Systems facilities in the Township.

C. Following any work on any parts of the Water System located in the Township, the City shall ensure any affected premises is promptly restored to a general condition that is as good or better condition as before such work. In performing any work on the portions of the Water System in the Township, the City shall make reasonable efforts to minimize the duration and extent of any interruptions to use of affected rights-of-way or other premises.

9. Title to Water System. All right, title and interest in all parts of the Water System are and shall remain only the City's. This Agreement does not convey to the Township or entitle the Township to any right, title or interest in the Water System, any portion of the Water System or any capacity in the Water System.

10. Additional Service Areas. By amendment to this Agreement, the City and the Township may add additional areas of the Township to the Service Area or provide that other areas of the Township will be subject to the terms of this Agreement. In doing so, the parties must jointly agree to amend Exhibit A to carefully depict the areas of the Township covered by the terms of the Agreement as amended. If the parties do not agree, then no service area(s) shall be added.

11. Term. This Agreement shall be effective for an initial term of 10 years commencing from the date set forth in the first paragraph of this Agreement, expiring on December 31, 2026. This Agreement shall renew for successive five years terms beginning on January 1, 2027, unless either party, at least two years prior to the expiration of the Agreement or any additional five year renewal term, notifies the other party of its intent to not renew the Agreement.

12. Liability and Risk.

A. No provision of this Agreement is intended to waive any immunity the City, the Township, and their respective officers and employees may have under applicable law for damages to the property off or injuries suffered by third parties.

B. If any third person asserts a claim or initiates any judicial or administrative action against the Township or any Township officer or employee for any personal injury or property damage alleged arise from (i) from the services provided by the City pursuant to this Agreement, (ii) the City's use, operation, maintenance, repair, replacement or improvement of any portion of the Water System, or (iii) any City acts or omissions related to this Agreement, and the Township notifies of the City with a copy of any assertion of a claim or the document initiating the judicial or administrative action within 7 business days of the Township's notification of its assertion or initiation and before any response has been made or is due, the City shall defend the Township without cost to the Township and shall pay any resulting award, judgment, fine or other amount determined to be due by any court, administrative officer or agency, arbitrator or other person or body of competent jurisdiction. In doing so, the City shall have the option to settle any such claim, demand, or liability on such terms as the City shall determine.

C. However, if such injury or property damage is caused in whole or in part by the acts or omissions of the Township or the Township's officers, employees or agents, then the City's obligation under paragraph B shall be reduced in proportion of the responsibility the Township, its officers, employees or agents have for such injury or property damage.

### 13. Township Ordinance and Enforcement.

A. Except for those ordinance provisions, rules, and regulations applicable only to the City, the Township shall, within 120 days of the date of this Agreement adopt a water ordinance applicable to the Service Areas that is substantively identical to the City's water ordinance. Regardless of this subparagraph 13.A, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

B. Within 120 days after the City adopts any amendments to its water ordinance, the Township shall adopt amendments to the Township water ordinance applicable to the Service Area that are substantively identical to the City's amendments to the City's water ordinance. Regardless of this subparagraph 13.B, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

C. In addition, the Township shall adopt provisions in its water ordinance applicable to the Service Area that fully authorize City officers and employees to enforce the Township ordinance as enforcement agents for the Township. This Agreement constitutes the contractual authority for the City and its officers and employees to do so. The City shall enforce the Township ordinance in the same manner as it enforces the City ordinance. As the City enforces the Township's ordinance, upon the Township's request, the City shall reasonably collaborate with Township officials allowing Township officials to participate in any meetings or conversations with affected Service Area Users and sharing with Township officials copies of any pertinent documents or other information.

14. Breach of Agreement and Remedies. The non-breaching party to this Agreement shall have such legal and equitable remedies against the breaching party as shall be awarded by a court of competent jurisdiction including the remedy of specific performance. To the extent not prohibited by law, jurisdiction and venue for any action under this Agreement is solely in the state courts in Manistee County, Michigan, and the party to any such action that most substantially prevails in its claims, counterclaims and defenses is entitled to recover its actual costs, including, without limitation, filing fees, expert costs, attorneys' fees and all other costs incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through all appellate and collection proceedings.

15. Notices. All notices and other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered to the addresses first given above or on the date when delivery to the addresses first given above is actually made by FedEx, UPS or by the United State Postal Service, certified mail, return receipt requested. The parties may, by notice given pursuant to this section, designate any further or different address, certificates or other communications may be sent. Unless it is confirmed by the receiving party, communications made by electronic transmission shall not be sufficient under this section.

16. Additional Issues. The parties are progressing in realigning their relationship with respect to City water and sanitary sewer services provided to property in the Township, including property that is served by City water alone, City sanitary sewer service alone, or both such services pursuant to other, pre-existing agreements with the owners or occupants of the served property. Many of those agreements require the property owner or occupant to make payments in lieu of taxes ("PILT") to the City, but the water and/or sanitary sewer rates paid by those property owners may be less than what is provided in the Rate Study and less than will be paid pursuant to this Agreement. While the parties have addressed their relationship with respect to City water services, the parties have yet to address their on-going relationship with respect to City sanitary sewer services. Accordingly, the following shall apply to pre-existing contracts with non-governmental persons or entities for City water and/or sanitary sewer services:

A. If the other party to a pre-existing contract that provides only for City water service wishes, at that other party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph A shall apply. Beginning on January 1, ~~2016, 2017~~, the rates paid for City water service shall be the same rates as provided for Service Area Users under this Agreement. Beginning on January 1, ~~2016, 2017~~, the PILT to be paid pursuant to that pre-existing contract shall be two-thirds of the PILT that would otherwise be paid under that contract. Beginning on January 1, ~~2017, 2018~~, the PILT to be paid pursuant to that pre-existing contract shall be one-third of the PILT that would otherwise be paid under that contract. Beginning January 1, ~~2018, 2019~~, no PILT will be paid pursuant to that pre-existing contract. No extensions will be made for any contract described in this subparagraph that expires and Users under such expired contracts shall pay rates as provided in paragraph 6 of this Agreement.

B. For pre-existing contracts that provides only City sanitary sewer services to property in the Township, no changes will occur.

C. If the other party to a pre-existing contract that provides for both City water and sanitary service wishes, at that party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph C shall apply. Beginning on January 1, ~~2016, 2017~~, the rates paid for City water service shall be the same rates as provided for Service Area Users under this Agreement, but the rates paid for City sanitary sewer service shall remain at the rates provided in the pre-existing contract. Beginning on January 1, ~~2016, 2017~~, the PILT to be paid pursuant to that pre-existing contract shall be 90% of the PILT that would otherwise be paid under that contract. Beginning on January 1, ~~2017, 2018~~, the PILT to be paid pursuant to that pre-existing contract shall be 80% of the PILT that would otherwise be paid under that contract. Beginning January 1, ~~2018, 2019~~, the PILT to be paid pursuant to that pre-existing contract shall be 70% of the PILT that would otherwise be paid under that contract. No extensions will be made for any contract described in this subparagraph that expires and Users under such expired contracts shall pay rates as provided in paragraph 6 of this Agreement.

D. The following contracts are not addressed by this paragraph 16 and shall not be subject to modification except by the mutual consent of all parties: Meijer, the Oaks Prison, the West Shore Medical Center, the Northwest Michigan Health Center, the County Jail, and the County Medical Care Facility.

17. Miscellaneous.

A. This Agreement constitutes the entire agreement between the parties as to its subject matter and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties except as expressly made in this Agreement. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. However, the Recitals are an integral part of this Agreement. All exhibits attached are fully incorporated as a part of this Agreement. The parties each had representation of counsel in the preparation of this Agreement and agree it was mutually drafted.

B. This Agreement may not be amended, changed, modified, altered, assigned or terminated before the end of its term without the written consent of the City and the Township after approval by the City Council and the Township Board. Notwithstanding the foregoing, the parties agree to amend the Agreement if additional language is required in order for the Agreement to comply with federal, state or local law; however, amendment pursuant to this paragraph shall not alter the substantive terms of the Agreement.

C. This Agreement and all rights and obligations under this Agreement are not assignable unless the parties both agree in writing to such assignment.

D. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

E. This Agreement shall be enforceable only by the parties and their successors in interest. There are no intended third party beneficiaries to this Agreement.

The parties have signed this Agreement as of the date first above written.

CITY OF MANISTEE

TOWNSHIP OF MANISTEE

By: \_\_\_\_\_  
Colleen Kenny, Mayor

By: \_\_\_\_\_  
Dennis Bjorkquist, Supervisor

By: \_\_\_\_\_  
Michelle Wright, Clerk

By: \_\_\_\_\_  
Diane Taylor, Clerk

Date signed: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

### WATER SERVICE AGREEMENT

This Water Service Agreement is made as of August 11, 2016, between the City of Manistee, a Michigan municipal corporation, the address of which is 70 Maple Street, Manistee, MI 49660 (the "City"), and the Township of Manistee, a Michigan general law township, the address of which is 410 Holden Street, Manistee, MI 49660 (the "Township").

### RECITALS

- A. The City owns and operates a public water supply system (the "Water System").
- B. The Township requested City water service to potential users in an area of the Township depicted on the attached Exhibit A.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement the parties agree:

1. Definitions. The following definitions should apply unless the context indicates another or different meaning:

- A. "Rate Methodology" means the method of establishing rates and charges for Water System Users in the Township as described in the Rate Study.
- B. "Service Area" means the Service Area identified on the attached Exhibit A as amended from time to time.
- C. "Service Area User" means a user of water service supplied by the Water System within the 2015 Service Area pursuant to this Agreement.
- D. "Single-family residence" means a building constructed and occupied as a single residential dwelling unit.
- E. "User" means a premises, individual, entity or other using water from or connected to the Water System.
- F. "Water System" or "System" means the City's water supply system, including wells, intakes, treatment works, pumps, towers, booster stations, valves, mains, pipes, control and monitoring equipment, and other facilities and appurtenances.

2. Provision of Water Service.

- A. Except for parcels and premises already served by another public water supply system and for additional premises owned by The Little River Band of Ottawa Indians that may also be connected to another public water system, the City shall be the exclusive provider of public water supply services in the Township. With the exception of those parcels and premises addressed in the preceding sentence, the Township shall not provide or allow any other person or entity to provide public water service, directly or indirectly, to any premises, person or entity in the Township, and shall not provide any franchise or consent for such service, without the City's prior written consent.
- B. The City shall supply Water System water directly to Service Area Users on a retail basis in accordance with this Agreement, subject to exceptions in Section 2.D. Those parcels and premises served under prior agreements between the City and the owners of those parcels and premises shall be served as provided in those agreements until all parties to those prior agreements agree in writing to their modification.
- C. Except as otherwise provided in this subsection or as otherwise provided in a prior agreement as described in paragraph 2.B above, the Township shall, within 120 days of the date of this Agreement, adopt and enforce an ordinance compelling premises on any parcel located within the Service Area which parcel is within 200 feet of any Water System line within the Service Area to connect to and use the Water System for all water needs, provided that single-family residences shall be required to connect to and use the Water System only in accordance with the following: Owners of single-family residences with properly operating and legally installed wells may be permitted to continue use of those wells until the first occurrence of any of the following: (i) the wells need repair, replacement or



improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, or (ii) the residence is converted to use other than as a single family residence. Provided further that commercial premises within the Service Area shall be required to connect to and use the Water System under any of the following: (i) the wells need repair, replacement or improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, and (ii) any premises for which a building or occupancy permit or certificate is first granted after the date of this Agreement. No new well shall serve any premises in the Service Area that is located within 200 feet of any Water System line.

D. The terms of this agreement shall not apply to customers with existing water service agreements with the City. Those users of services of the Water System shall remain subject to those prior contracts until all parties to those prior contracts agree in writing to their modification in accordance with paragraph 16.

E. Except as otherwise provided in subsection 16.D, the parties intend that all Water System water provided to any users in the Township will ultimately be provided pursuant to a single agreement when other agreements can be amended or replaced.

3. Supply of Water. The City shall deliver potable water to the Service Area Users in the Service Area of the similar quality and similar pressure as that provided a water user in the City subject to such limitations and exceptions as are otherwise provided in this Agreement. Regardless of the previous sentence, except as otherwise required by law, the City shall not be responsible for a temporary water loss, temporary water service disruption, temporary water pressure reductions, or temporary excessive pressure and shall under no circumstance be responsible for any such occurrence arising from an emergency or other reasonably unanticipated or uncontrollable event. Notwithstanding the previous sentence, the City shall maintain and repair lines within the Township with the same degree of diligence it provides customers within City limits.

4. Conditions of Service.

A. The owners of parcels in the Service Area that desire or are required under this Agreement to connect to and use the Water System shall pay the full cost of extending mains and service leads to a curb stop to be installed at their property lines and the full cost of extending service from the curb stop at their property line to the structures being served. This includes, but is not limited to, any costs needed to bore and jack or directionally drill a service lead to a main on the other side of a right-of-way.

B. The System will retain ownership of all water mains and service leads to and including the curb stop and Users will own the service leads from the curb stop to the structure.

C. All connections to the System shall be made by licensed contractors in accordance with City specifications and shall be inspected by a City inspector or an inspector designated by the City. The City may adopt ordinance provisions requiring connections to be made by City personnel or persons hired by the City. Regardless of what is required, the User connecting to the System shall bear all of the costs of the connection, at the same rates charged to property owners within the City.

D. All new connections and all upgraded connections (*i.e.*, those increasing usage capacity) within the Service Area shall require payment of a system development charge as provided in the Rate Study.

E. The City, at a standard fee equal to that charged Users in the City, will provide and maintain all meters for measuring water supplied to Service Area Users in accordance with the City's then current ordinances and rules, regulations, and policies. All meters shall be required to have a radio read unit.

F. If a Service Area User's meter fails to accurately measure the water provided to that User's premises, the City shall be notified and the meter shall be promptly repaired or replaced in accordance with City ordinances and policies. Service Area Users shall be subject to the same adjustment policy regarding leaks as City users.

G. The City may, from time to time as needed or convenient, estimate the water supplied to the Service Area User based on a similar period of use or based on use by similar Users.

5. Reading of Meters. For the purpose of determining water usage of Service Area Users the City shall regularly read the meters of the Service Area Users within the Service Area and maintain a record of such readings for review, upon request, by the Service Area User and the Township.

6. Billing and Collection.

A. Service Area Users shall pay all applicable rates, fees and charges as provided in the City's water ordinance and/or schedule of fees, unless subject to an existing contract with the City. This includes, without limitation, readiness-to-serve charges, volume charges, turn-on and turn-off charges, system development charges, interest and other amounts charged because of late payments, and any other fees applicable to User of the System as provided in the City water ordinance, Council resolution, and/or schedule of fees. Where the Rate Study does not identify the applicable rate, fee or charge, the City's water ordinance, Council resolution and/or schedule of fees shall control and the resulting rate, fee or charge shall be the same for Service Area Users and Users in the City.

B. The City shall establish water rates and charges for Service Area Users, for any Users in any expansion of the Service Area, and for an Users whose contracts are modified or terminated as provided in paragraph 16 of this Agreement, using the Rate Methodology in the Rate Study applicable to Users outside the City, unless subject to an existing contract with the City. Rates will be adjusted on an annual basis using the Rate Methodology in the Rate Study. In unusual circumstances such as, for example and not for limitation, the closing of a major user, an unexpected increase in operating costs, or the need to undertake unexpected major repairs due to an extreme weather event or other unforeseen occurrence, rate adjustments may be made part-way through a year. The Rate Study attached as Exhibit B shows the current applicable rate to be 118% of the rate to be paid by Users in the City. The parties understand and agree that the Rate Study and the applicable rate are subject to modification by periodic update through another Rate Study commissioned by the City that utilizes the same rate methodology as is used in the Rate Study. Provided, however, that unless there is significant new Water System infrastructure required to be constructed within the Service Area to serve Service Area Users or there is another compelling reason why rates should be significantly different (such as a subsidy by the City's general fund on behalf of Users in the City), rates for Service Area Users will increase at no greater percentage than rates for Users in the City.

C. Service Area Users shall be billed at the same frequency with the same times allowed for payment as are provided Users in the City. The same late payment requirements, interest, penalties and other consequences shall apply to Service Area Users and to Users in the City.

D. The Township shall adopt such ordinances, resolutions, rules and regulations as and requested by the City to make water fees and charges a lien on the premises served and to authorize and enable the City to directly collect those fees and charges from Service Area Users. The Township shall also place delinquent water fees and charges on the Township property tax bills for the premises served when requested by the City and collect them in the same manner as *ad valorem* property taxes and promptly remit them to the City. The City may discontinue service to any Service Area User due to non-payment of bills in the same manner as it would do so for a User in the City. The applicability of the lien shall be the same for Service Area Users as for Users in the City.

7. Restriction of Water Service and Emergency Discontinuance.

A. If the City is unable during a temporary period of scarcity or emergency to provide water service to Service Area Users in the quantity and/or at the capacity required, the quantity and/or capacity that the City can provide shall be allocated insofar as physically possible during such period to all water Users within the City and all Service Area Users in equitable proportions so that all customers of the Water System are subject to similar restrictions on water service.

B. The City reserves the right to temporarily discontinue water service (a) without notice in times of emergency or (b) upon not less than 24-hours' notice to the affected Service Area Users and the

Township upon the City finding it necessary for purposes of testing, maintaining, repairing, replacing or improving Water System facilities.

C. Upon notification by the City, the Township shall cooperate with the City to ensure Service Area Users comply with any water sprinkling/irrigation restriction that the City shall determine is necessary and that shall apply equally to all similarly situated Users of the Water System and any other restrictions or advisories that may be applicable during or following such periods.

D. The Township waives any and all claims for damages resulting from such restrictions and discontinuance as set forth in this Agreement and agrees to defend, indemnify and hold harmless the City, its Council, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities, and losses of any character or nature whatsoever arising out of or resulting from such restrictions or discontinuance within the Service Areas, but only if such restrictions or discontinuance with the Service Areas are not caused in whole or in part by the negligence of the City, its Council, officers, employees or agents.

8. Consent and Franchise.

A. As provided in Article VII, Section 29 of the Michigan Constitution of 1963, the Township consents to the City's use, without cost to the City, of the rights-of-way in the Township and this Agreement constitutes a franchise, pursuant to Article VII, Sections 19, 29 and 30 of the Michigan Constitution of 1963, for the City to provide water service to any premises in the Service Area according to the terms of this Agreement.

B. Upon the request of the City, the Township shall provide the City, without cost to the City, such easements in Township property or rights-of-way in the Township as are reasonably needed to provide water service to the Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water System facilities in the Township. The Township further agrees, upon request of the City, to assist the City in obtaining any easement or consent over private property within the Township that the City determines is reasonably needed to provide water service to the Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water Systems facilities in the Township.

C. Following any work on any parts of the Water System located in the Township, the City shall ensure any affected premises is promptly restored to a general condition that is as good or better condition as before such work. In performing any work on the portions of the Water System in the Township, the City shall make reasonable efforts to minimize the duration and extent of any interruptions to use of affected rights-of-way or other premises.

9. Title to Water System. All right, title and interest in all parts of the Water System are and shall remain only the City's. This Agreement does not convey to the Township or entitle the Township to any right, title or interest in the Water System, any portion of the Water System or any capacity in the Water System.

10. Additional Service Areas. By amendment to this Agreement, the City and the Township may add additional areas of the Township to the Service Area or provide that other areas of the Township will be subject to the terms of this Agreement. In doing so, the parties must jointly agree to amend Exhibit A to carefully depict the areas of the Township covered by the terms of the Agreement as amended. If the parties do not agree, then no service area(s) shall be added.

11. Term. This Agreement shall be effective for an initial term of 10 years commencing from the date set forth in the first paragraph of this Agreement, expiring on December 31, 2026. This Agreement shall renew for successive five years terms beginning on January 1, 2027, unless either party, at least two years prior to the expiration of the Agreement or any additional five year renewal term, notifies the other party of its intent to not renew the Agreement.

12. Liability and Risk.

A. No provision of this Agreement is intended to waive any immunity the City, the Township, and their respective officers and employees may have under applicable law for damages to the property off or injuries suffered by third parties.

B. If any third person asserts a claim or initiates any judicial or administrative action against the Township or any Township officer or employee for any personal injury or property damage alleged arise from (i) from the services provided by the City pursuant to this Agreement, (ii) the City's use, operation, maintenance, repair, replacement or improvement of any portion of the Water System, or (iii) any City acts or omissions related to this Agreement, and the Township notifies of the City with a copy of any assertion of a claim or the document initiating the judicial or administrative action within 7 business days of the Township's notification of its assertion or initiation and before any response has been made or is due, the City shall defend the Township without cost to the Township and shall pay any resulting award, judgment, fine or other amount determined to be due by any court, administrative officer or agency, arbitrator or other person or body of competent jurisdiction. In doing so, the City shall have the option to settle any such claim, demand, or liability on such terms as the City shall determine.

C. However, if such injury or property damage is caused in whole or in part by the acts or omissions of the Township or the Township's officers, employees or agents, then the City's obligation under paragraph B shall be reduced in proportion of the responsibility the Township, its officers, employees or agents have for such injury or property damage.

### 13. Township Ordinance and Enforcement.

A. Except for those ordinance provisions, rules, and regulations applicable only to the City, the Township shall, within 120 days of the date of this Agreement adopt a water ordinance applicable to the Service Areas that is substantively identical to the City's water ordinance. Regardless of this subparagraph 13.A, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

B. Within 120 days after the City adopts any amendments to its water ordinance, the Township shall adopt amendments to the Township water ordinance applicable to the Service Area that are substantively identical to the City's amendments to the City's water ordinance. Regardless of this subparagraph 13.B, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

C. In addition, the Township shall adopt provisions in its water ordinance applicable to the Service Area that fully authorize City officers and employees to enforce the Township ordinance as enforcement agents for the Township. This Agreement constitutes the contractual authority for the City and its officers and employees to do so. The City shall enforce the Township ordinance in the same manner as it enforces the City ordinance. As the City enforces the Township's ordinance, upon the Township's request, the City shall reasonably collaborate with Township officials allowing Township officials to participate in any meetings or conversations with affected Service Area Users and sharing with Township officials copies of any pertinent documents or other information.

14. Breach of Agreement and Remedies. The non-breaching party to this Agreement shall have such legal and equitable remedies against the breaching party as shall be awarded by a court of competent jurisdiction including the remedy of specific performance. To the extent not prohibited by law, jurisdiction and venue for any action under this Agreement is solely in the state courts in Manistee County, Michigan, and the party to any such action that most substantially prevails in its claims, counterclaims and defenses is entitled to recover its actual costs, including, without limitation, filing fees, expert costs, attorneys' fees and all other costs incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through all appellate and collection proceedings.

15. Notices. All notices and other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered to the addresses first given above or on the date when delivery to the addresses first given above is actually made by FedEx, UPS or by the United State Postal Service, certified mail, return receipt requested. The parties may, by notice given pursuant to this section, designate any further or different address, certificates or other communications may be sent. Unless it is confirmed by the receiving party, communications made by electronic transmission shall not be sufficient under this section.

16. Additional Issues. The parties are progressing in realigning their relationship with respect to City water and sanitary sewer services provided to property in the Township, including property that is served by City water alone, City sanitary service alone, or both such services pursuant to other, pre-existing agreements with the owners or occupants of the served property. Many of those agreements require the property owner or occupant to make payments in lieu of taxes ("PILT") to the City, but the water and/or sanitary sewer rates paid by those property owners may be less than what is provided in the Rate Study and less than will be paid pursuant to this Agreement. While the parties have addressed their relationship with respect to City water services, the parties have yet to address their on-going relationship with respect to City sanitary sewer services. Accordingly, the following shall apply to pre-existing contracts with non-governmental persons or entities for City water and/or sanitary sewer services:

A. If the other party to a pre-existing contract that provides only for City water service wishes, at that other party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph A shall apply. Beginning on January 1, 2017, the rates paid for City water service shall be the same rates as provided for Service Area Users under this Agreement. Beginning on January 1, 2017, the PILT to be paid pursuant to that pre-existing contract shall be two-thirds of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2018, the PILT to be paid pursuant to that pre-existing contract shall be one-third of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2019, no PILT will be paid pursuant to that pre-existing contract. No extensions will be made for any contract described in this subparagraph that expires and Users under such expired contracts shall pay rates as approved in paragraph 6 of this Agreement.

B. For pre-existing contracts that provides only City sanitary sewer services to property in the Township, no changes will occur.

C. If the other party to a pre-existing contract that provides for both City water and sanitary service wishes, at that party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph C shall apply. Beginning on January 1, 2017, the rates paid for City water service shall be the same rates as provided for Service Area Users under this Agreement, but the rates paid for City sanitary sewer service shall remain at the rates provided in the pre-existing contract. Beginning on January 1, 2017, the PILT to be paid pursuant to that pre-existing contract shall be 90% of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2018, the PILT to be paid pursuant to that pre-existing contract shall be 80% of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2019, the PILT to be paid pursuant to that pre-existing contract shall be 70% of the PILT that would otherwise be paid under that contract. No extensions will be made for any contract described in this subparagraph that expires and Users under such expired contracts shall pay rates as provided in paragraph 6 of this Agreement.

D. The following contracts are not addressed by this paragraph 16 and shall not be subject to modification except by the mutual consent of all parties: Meijer, the Oaks Prison, the West Shore Medical Center, the Northwest Michigan Health Center, the County jail, and the County Medical Care Facility.

17. Miscellaneous.

A. This Agreement constitutes the entire agreement between the parties as to its subject matter and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties except as expressly made in this Agreement. The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. However, the Recitals are an integral part of this Agreement. All exhibits attached are fully incorporated as a part of this Agreement. The parties each had representation of counsel in the preparation of this Agreement and agree it was mutually drafted.

B. This Agreement may not be amended, changed, modified, altered, assigned or terminated before the end of its term without the written consent of the City and the Township after approval by the City Council and the Township Board. Notwithstanding the foregoing, the parties agree to amend the Agreement if additional language is required in order for the Agreement to comply with federal, state or local law; however, amendment pursuant to this paragraph shall not alter the substantive terms of the Agreement.

C. This Agreement and all rights and obligations under this Agreement are not assignable unless the parties both agree in writing to such assignment.

D. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

E. This Agreement shall be enforceable only by the parties and their successors in interest. There are no intended third party beneficiaries to this Agreement.

The parties have signed this Agreement as of the date first above written.

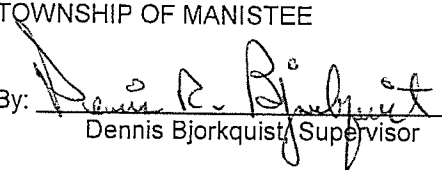
CITY OF MANISTEE

By: \_\_\_\_\_  
Colleen Kenny, Mayor

By: \_\_\_\_\_  
Michelle Wright, Clerk

Date signed: \_\_\_\_\_, 2016

TOWNSHIP OF MANISTEE

By:  \_\_\_\_\_  
Dennis Bjorkquist, Supervisor

By: \_\_\_\_\_  
Dianne Taylor, Clerk

Date signed: 8-11-16, 2016

MEMO TO: Mayor Colleen Kenny  
Members of City Council

FROM: Thad N. Taylor, City Manager *mt*

DATE: August 10, 2016

SUBJECT: Regional Resource Recovery Project



**City Manager's Office**  
**231-398-2801**

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The Alliance for Economic Success (AES) and Iris Waste Diversion Specialists partnered to secure a \$30,000 grant from USDA Rural Development to develop a regional resource recovery program with an emphasis on sustainability. They are asking the City to participate in the project.

If the City elects to participate there is no direct cost, only staff time. Additionally, the City can withdraw from participating at any time. If Council wishes to participate in the project, it is requested that Council authorizes participation by adopting the attached resolution.

I recommend that Council partner with AES and Iris Waste Diversion Specialists and adopt the resolution.

TNT:cl



July 26, 2016

TO: Thad Taylor, City of Manistee

FROM: Sarah Archer, President, Iris Waste Diversion Specialists  
Tim Ervin, Alliance for Economic Success

RE: Participation in Regional Resource Recovery Project

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The purpose of this communication is to determine your interest in participating in a multi-jurisdictional project to develop a sustainable regional resource recovery program.

We recently received funding for this project under a \$30,000 grant from the U.S. Department of Agriculture, Rural Development. We are initially approaching Mason County, Wexford County, Benzie County, Grand Traverse County and Leelanau County as well as the Little River Band of Ottawa Indians and local units in Manistee County to assess interest and readiness to participate.

***It is important to recognize that the project will be driven by the participating governmental jurisdictions and that there are no preconceived ideas about the location, leadership, management or type of organization that may be identified as the "ideal" solution for a sustainable resource recovery program.***

#### **Project Phases**

The project will consist of five phases over an approximate 12-16 month period:

| Phase | Purpose  |
|-------|--|
| 1     | Assess jurisdictions that are willing and ready to participate, signified by a resolution from the governing body of the jurisdiction.                           |
| 2     | Gather and assess data and other information to determine recycling rates and volumes of participating jurisdictions and aggregate the data/information.         |
| 3     | Identify options for a sustainable Regional Resource Recovery program for the participating jurisdictions, including private, public and private-public options. |
| 4     | Evaluate and determine the ideal option and an associated implementation strategy.   |
| 5     | Development of the ideal option  |

#### **Roles**

Ms. Sarah Archer of Iris Waste Diversion Specialists will be the primary contractor and serve as the Regional Resource Recovery Project Director. Ms. Archer has over 22 years of experience in resource recovery and recycling programs. As president of her firm, she has worked with local governments throughout Michigan to develop and help oversee resource recovery programs. She is very familiar with the programs and key staff in most of the jurisdictions that may be collaborators in this project. Her firm is recognized for their work in developing community solutions, public education and outreach and data tracking and program assessment.

Participating jurisdictions in this project will be expected to do the following:

1. Support the goal of the project to identify/develop a sustainable resource recovery program.
2. Provide data/information that is available to support analysis and quantification of critical mass.
3. Participate in the identification of options and the determination of the ideal option.
4. Assist in developing an implementation strategy and advocate for that strategy.

The Alliance for Economic Success will:

1. Serve as fiduciary for grants that support this project, including contracting with Iris Waste Diversion Specialists.
2. Provide administrative support for the project.
3. Assist Sarah Archer as needed with project coordination and facilitation.

### **Next Steps**

We are asking each governmental jurisdiction that wants to participate in the project to signify that through passage of resolution such as the attached. We would like to have resolutions from all governmental units that choose to participate in October 2016.

In early November, we will convene all of the governmental jurisdictions to kick off the project and begin the process of gathering and synthesizing available data.

We appreciate your time in considering your participation in this project. If you have questions, please contact either of us at the contact information given below:

- Sarah Archer, Iris Waste Diversion Specialists
- Email: [sarah@iriswastediversion.com](mailto:sarah@iriswastediversion.com)
- Mobile Phone: 734-476-2186
  
- Tim Ervin, Alliance for Economic Success
- Email: [timervinassoc@gmail.com](mailto:timervinassoc@gmail.com)
- Mobile Phone: 231-794-0089

**RESOLUTION  
CITY OF MANISTEE**

**Regional Resource Recovery Project**

**WHEREAS**, a sustainable resource recovery / recycling program is important to the quality of life and economic well-being of our governmental jurisdiction; and

**WHEREAS**, a sustainable resource recovery / recycling program benefits from having a sufficient critical mass of recycled wastes in order for the program to be economically viable; and

**WHEREAS**, the Alliance for Economic Success (AES) that manages economic and community development in Manistee and Benzie counties has received a grant from the USDA Rural Development to identify and develop a sustainable resource recovery program; and

**WHEREAS**, the AES and the consulting project director, Iris Waste Diversion Specialists, is seeking collaboration in the project from neighboring governmental units; and

**WHEREAS**, the results and findings of the project will be driven by representatives from the governmental units that participate in the project and there are no preconceptions about the location or nature of what those results or findings may include; and

**WHEREAS**, we have not been asked to provide funding to participate in the project and our commitment will involve dedication of staff to support the project; now, therefore, be it

**RESOLVED**, that our governmental unit voluntarily participate in the Regional Resource Recovery Project, with the understanding that we can withdraw from the project at any time.

**FURTHER SAYETH NOT THIS RESOLUTION.**

ATTEST:

\_\_\_\_\_  
Mayor Colleen Kenny

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Mary Bachman, Deputy City Clerk

\_\_\_\_\_  
Dated